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IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Local Division, Johannesburg

CASE NO: **2022-050735**

In the matter between:

ROBERT NORMAN HUTCHINSON

Plaintiff / Applicant / Appellant

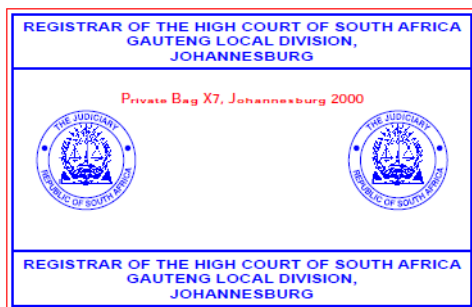
and

**GIDEON DANIEL JOUBERT ,ROMAN
ANDRE CABANAC ,CHLOE CASTLE
,DEARSAFRICA NPC,FIRST NATIONAL
BANK LIMITED**

Defendant / Respondent

Notice of Motion (Long Form)

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ELECTRONICALLY SIGNED BY:

**Registrar of High Court , Gauteng
Local Division,Johannesburg**

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NUMBER:

In the matter between:

ROBERT NORMAN HUTCHINSON

and

GIDEON DANIEL JOUBERT

ROMAN ANDRE CABANAC

CHLOE CASTLE

DEARSAFRICA NPC

Registration Number: 2021/371919/08

**FIRST NATIONAL BANK LIMITED
(ACTING THROUGH ITS FIRST NATIONAL
BANK DIVISION)**

Registration Number: 1929/001225/06

Applicant



First Respondent

Second Respondent

Third Respondent

Fourth Respondent

Fifth Respondent

NOTICE OF MOTION

KINDLY TAKE NOTE that the applicant intends making application at 10h00 or so soon thereafter as Counsel for the Applicants may be heard, on **Tuesday the 6th of December 2022**, to the above Honourable Court for an order in the following terms:

1. That the applicant's non-compliance with the Uniform Rules of Court is condoned and the matter be enrolled and heard on an urgent basis in terms of Rule 6(12)(a), and further that the applicant's deviations from the Court Directives issued by the above Honourable Court be condoned.
2. Condoning the further non-compliance with Uniform Rules of Court,  by service of this application on the respondents by way of electronic mail, as follows:
 - 2.1. first respondent – gideon@dearsouthafrica.co.za.
 - 2.2. second respondent – roman@dearsouthafrica.co.za.
 - 2.3. third respondent – chloe@dearsouthafrica.co.za.
 - 2.4. fourth respondent – info@dearsouthafrica.co.za.
3. That the first, second and third respondents' resolution dated the 21st of November 2022 and the purported removal of the applicant as a director of the fourth respondent, be set aside, and declared unlawful.
4. That the first, second and third respondents' purported removal of the applicant as a director of the fourth respondent be set aside and declared in contravention of both Section 71(4) of the Companies Act 71 of 2008, and Section 2.1. of the fourth respondent's Memorandum of Incorporation ("MOI").

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the media or any entities related or inter-related to the first, second and third respondents – for or on behalf of the fourth respondent -in relation to allegations of misconduct of the applicant, and to cease and/or desist from making use and/or holding out that the first respondent and/or second respondent and/or third respondent and/or the fourth respondent are the owners of the applicant's copyright, intellectual property, member's lists, data base and/or concept and/or domains of "Dear SA" ("the applicant's IP") with any:

- 9.1. Supplier or service provider to the fourth respondent;
 - 9.2. Member, donor or sponsor of the fourth respondent.
10. The first, second and third respondents are directed to confirm in writing, within 12 (twelve) hours of this order being granted, whether any of them have caused, whether directly or indirectly, including but not limited to through all entities related and inter-related to them, and all representatives of such entities, any withdrawal of funds from the fourth respondent's banking account or facility, and without derogating from the generality of the foregoing, FNB account number 62885488257;
 11. That the first, second and third respondents be suspended as directors pending the finalisation of the action to be instituted against them and referred to *supra*, and/or pending their removal as directors in accordance with the provisions of the Companies Act 71 of 2008, and the MOI of the fourth respondent.



12. That the fifth respondent is directed, forthwith, to restore the applicant's access to the fourth respondent's banking account.
13. Costs against the first, second and third respondents in their personal capacities, jointly and/or severally, on an attorney/client scale.
14. Further and/or alternative relief.

TAKE NOTICE THAT the affidavit of **ROBERT NORMAN HUTCHINSON** together with the annexures thereto will be used in support of this application.



TAKE NOTICE FURTHER THAT the applicant has appointed **MVMT ATTORNEYS**, as set out below, as the address at which he will accept notice and service of all process in these proceedings.

TAKE NOTICE FURTHER THAT if you intend opposing this application you are required to:

- a) Notify the applicant's attorney of such intention by email (hein@mvmmtinc.co.za) on or before 17H00 on **Friday, 25 November 2022**;
- b) Appoint an address that complies with the requirements of rule 6(5)(b) at which you will accept notice and service of all documents in these proceedings; and
- c) Deliver your answering affidavit if, any, by no later than 17H00 on **Tuesday, 29 November 2022**.

TAKE NOTICE FURTHER THAT for the purposes of this application the applicant will accept service of all documents by email at hein@mvmmtinc.co.za.

KINDLY ENROL THE MATTER ACCORDINGLY.

SIGNED AT JOHANNESBURG on this the **24th** day of **NOVEMBER 2022.**



MVMT ATTORNEYS

Applicant's Attorneys

Ground Floor, 158 Jan Smuts Office

9 Walters Street

Rosebank

2196

Tel: (011) 480 8687

Fax: (086) 416 1551

Email: hein@mvmmtinc.co.za

Ref: Mr. Valentine/HV371

To:

**THE REGISTRAR OF THE ABOVE HONOURABLE HIGH COURT
JOHANNESBURG**

And To:

GIDEON JOUBERT

First Respondent

902 Atlantica

21 Beach Road
Strand
CAPE TOWN
7140

And To:

ROMAN CABANAC

Second Respondent
17 Darnaway Road
Forest Town
JOHANNESBURG
2193



And To:

CHLOE CASTLE

Third Respondent
108 Runnymede Road
Chartwell AH
JOHANNESBURG
2191

And To:

DEAR SA NPC

Fourth Respondent
Bel Air Shopping Centre
North Riding
JOHANNESBURG
2169

And To:

**FIRST NATIONAL BANK LIMITED
(ACTING THROUGH ITS FIRST NATIONAL
BANK DIVISION)**

Fifth Respondent

4 Merchant Place

Corner Fredman and Rivonia Road

SANDTON

2196



**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NUMBER:

In the matter between:

ROBERT NORMAN HUTCHINSON

Applicant

and

GIDEON DANIEL JOUBERT

First Respondent

ROMAN ANDRE CABANAC

Second Respondent

CHLOE CASTLE

Third Respondent

DEARSAFRICA NPC

Fourth Respondent

Registration Number: 2021/371919/08

FIRST NATIONAL BANK LIMITED

**(ACTING THROUGH ITS FIRST NATIONAL
BANK DIVISION)**

Registration Number: 1929/001225/06

Fifth Respondent

FOUNDING AFFIDAVIT -URGENT APPLICATION

I, the undersigned,

ROBERT NORMAN HUTCHINSON



do hereby make oath and state the following: -

1. I am an adult male businessman, with residential address situate at 1271 Katode Street, Radiokop, Roodepoort.
2. The facts herein contained, save where otherwise stated or indicated by the context, are within my personal knowledge and are both true and correct.
3. Where I make submissions of a legal nature, I do so on the advice of my legal representatives herein.
4. When making use of headings in this affidavit, I do so for convenience only and do not thereby intend to limit anything stated under a particular heading specific to that topic. I pray that this affidavit be read as a whole.

PARTIES

5. As alluded to above, I am the applicant herein. I am a founding member and incorporator of the fourth respondent herein, namely DearSafrika NPC, more commonly known in the public domain as "Dear SA". I attach herewith a copy of the Notice of Incorporation, reflecting my details as such, as **Annexure RH1**. I am further an employee of the fourth respondent, being the duly appointed Chairperson, as evidenced by my contract of employment, attached as **Annexure RH2**.
6. The first respondent is Gideon Daniel Joubert ("the first respondent" and/or "Joubert"), an adult male and director of the fourth respondent, with residential

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address situate at 902 Atlantica, Beach Road, Strand, Cape Town. The first respondent is further employed by the fourth respondent as the Chief Executive Officer, as appears from his employment contract annexed hereto as ***Annexure RH3***.

7. The second respondent is Roman Andre Cabanac ("the second respondent" and/or "Cabanac"), an adult male director of the fourth respondent, with residential address situate at 17 Darnaway Road, Forest Town, Johannesburg, Gauteng. The second respondent is further employed by the fourth respondent as the Head of Legal and Finance, as appears from his employment contract annexed hereto as ***Annexure RH4***.

8. The third respondent is Chloe Castle (nee Roberts) ("the third respondent" and/or "Castle"), an adult female director of the fourth respondent, with residential address situate at 108 Runnymede Road, Chartwell, Johannesburg, Gauteng. The third respondent is further employed by the fourth respondent as the Head of Operations as appears from her employment contract annexed hereto as ***Annexure RH5***.

9. The fourth respondent is DearSafrika, with registration number 2021/371919/08, duly registered as a non-profit company in terms of the Company Laws of the Republic of South Africa, and with principal place of business situate at Bel Air Shopping Centre, North Riding, Johannesburg, Gauteng. As alluded to above, DearSafrika trades as and is known more commonly in the public domain as "Dear SA". I shall for the purposes of this application accordingly refer to the fourth respondent as "DSA" and/or "the fourth respondent".

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10.DSA operates as a civic rights organisation, being an active non-partisan, non-governmental organisation involved in the protection and development of the public's civil rights within the context of the Constitution. DSA was specifically formed to promote democracy through public participation.

11.The fifth respondent is FirstRand Bank Limited, a company with limited liability and duly registered and incorporated in accordance with the Company laws of the Republic of South Africa, and trading as a commercial bank with its registered address situated at FNB Legal, 3rd Floor, No 1 First Place Bank City, Johannesburg, and acting through its First National Bank Division. DSA's bank account is held with the fifth respondent ("FNB").

PURPOSE OF THIS APPLICATION

12.The purpose of this application is to seek an order, in the following terms:

1. That the applicant's non-compliance with the Uniform Rules of Court is condoned and the matter be enrolled and heard on an urgent basis in terms of Rule 6(12)(a), and further that the applicant's deviations from the Court Directives issued by the above Honourable Court be condoned.
2. Condoning the further non-compliance with Uniform Rules of Court, by service of this application on the respondents by way of electronic mail.
3. That the first, second and third respondents' resolution dated the 21st of November 2022 and the purported removal of the applicant as a director of the fourth respondent, be set aside, and declared unlawful.

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4. That the first, second and third respondents' purported removal of the applicant as a director of the fourth respondent be set aside and declared in contravention of both Section 71(4) of the Companies Act 71 of 2008, and Section 2.1. of DSA's Memorandum of Incorporation ("MOI").
5. That the first, second and third respondents be directed forthwith to do all things necessary to reinstate the applicant as a director of DSA with complete access to his email address, the electronic servers and bank account of the fourth respondent held with FNB.
6. That the applicant be paid all directors fees due to him as at date of this Order.
7. That the first, second and third respondents be interdicted forthwith, pending the finalisation of an action for damages to be instituted within 14 days of this order being granted, and/or pending the removal of the first, second and third respondents as directors of DSA, from transacting or taking any action on DSA's bank account, namely First National Bank Limited ("FNB") account number 62885488257.
8. That the first, second and third respondents be directed to address every key supplier, service provider and stakeholder of DSA, or any other related party, to whom they have addressed and/or transmitted and/or disseminated correspondence to and which references allegations of misconduct on the part of the applicant, withdrawing the contents of the such correspondence, retracting the averments therein contained, and providing a copy of this Order

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to such suppliers and/or service providers and/or stakeholders of DSA, within 12 hours of this order being granted.

9. Save as provided for in prayer 8 of the Notice of Motion, that the first, second and third respondents are directed forthwith, not to communicate directly or indirectly – including through the media or any entities related or inter-related to the first, second and third respondents – for or on behalf of DSA, with any supplier or service provider to the fourth respondent; or member, donor or sponsor in relation to allegations of misconduct of the applicant, and to cease and/or desist from making use and/or holding out that they and/or DSA are the owners of the applicant's copyright, intellectual property, member's lists, data base and/or concept and/or domains of "Dear SA" ("the applicant's IP").
10. The first, second and third respondents are directed to confirm in writing, within 12 (twelve) hours of this order being granted, whether any of them have caused, whether directly or indirectly, including but not limited to through all entities related and inter-related to them, and all representatives of such entities, any withdrawal of funds from the DSA's banking account or facility, and without derogating from the generality of the foregoing, FNB account number 62885488257;
11. That the first, second and third respondents be suspended as directors pending the finalisation of the action to be instituted against them and referred to *supra*, and/or pending their removal as directors in accordance with the provisions of the Companies Act 71 of 2008, and the MOI of DSA.

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12. That FNB is directed, forthwith, to restore the applicant's access to DSA's banking account.

13. Costs against the first, second and third respondents in their personal capacities, jointly and/or severally, on an attorney/client scale.

13. Further and/or alternative relief will be sought, should the conduct complained of on the part of the first to third respondents escalate prior to the hearing hereof. In this regard, and having regard to the urgent circumstances under which this affidavit is being prepared, I respectfully reserve my right to supplement this affidavit should it become necessary to do so.

JURISDICTION

14. The above Honourable Court has jurisdiction over this matter in that the matter relates to my removal as a director of DSA. This removal occurred in this jurisdiction, and DSA's principal place of business is located in this jurisdiction, which is the place of employment of each of the first to third respondents, as directors of DSA.

RELEVANT BACKGROUND LEADING TO DISPUTE

15. Previously and in 2018, I formed another non-profit entity, known as Dear SA, with registration number 2017/264231/08, which performed the same functions as DSA. Through these entities, I have grown the brand name of 'Dear SA' exponentially, and gained much popularity amongst the public, largely due to the fact that the former Dear SA NPC openly challenged various regulations applied

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during the COVID 19 State of Disaster and litigated on several pertinent and controversial issues.

16. An acquaintance of mine suggested in or about March 2020, that I utilise the services of Daniel Eloff ("Eloff") of Hurter Spies Attorneys to represent Dear SA NPC in a legal challenge against the COVID regulations, and so we became well acquainted with one another. Eloff has represented Dear SA NPC and DSA since such time, being approximately March 2020. Eloff in fact, was appointed as an *ex officio* director of DSA as appears from **Annexure RH6** hereto, and receives a nominal salary from DSA.

17. It was during the course of the State of Disaster that I became familiar with the first and second respondents, as they to a certain extent, had further voiced strong opposition to the draconian State of Disaster legislation in social media, and enjoy a considerable social media following, through their personal social media podcasts.

18. In December 2020, two previous directors of Dear SA, namely Nicholas Blom ("Blom") and Sandra Dickson ("Dickson"), managed to have the bank account of Dear SA NPC frozen. Blom, in addition, unlawfully removed approximately R500 000.00 from Dear SA NPC's bank account and an investigation remains ongoing in that regard. Eloff represented me and Dear SA NPC in such proceedings in the above Honourable Court under case number 44598/2020. For the sake of brevity, I annex only the Notice of Motion in those proceedings as **Annexure RH7** hereto, but a copy of the full set of papers will be uploaded onto CaseLines should reference to same be necessary.

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19. Eloff suggested to me at that time that it would be desirable to register a new NPC, so that the work of 'Dear SA' could continue free of the litigation which had arisen with Blom and Dickson in Dear SA NPC, as aforesaid. He further suggested that I appoint the first and second respondents as co-directors. Following his advice, I accordingly did so, and so DSA came into existence in early 2021. The first and second respondents – and I – were thus appointed as directors on the 2nd of February 2021, as appears from Form 14.1A annexed as **Annexure RH8** hereto.

20. A company by the name of Impact Now was given the task of running the call centre for Dear SA NPC during or about March 2020. Impact Now continue to do so for DSA. The managing director, Charles Castle, then introduced us to his wife, the third respondent, and she then became appointed to the board of DSA during or about June 2021.

21. Prior to the registration of Dear SA in or about 2018, I embarked upon the creation of a public participation platform as a hobby of mine. The purpose of this platform was to obtain the public's participation and comments on draft policy. This evolved into the initial creation of the concept and platform of the brand 'Dear SA', the initial operation of Dear SA NPC, and then the subsequent registration of DSA. The database and platform has grown exponentially, and currently consists of a subscriber base of 1,2 million people and internet traffic visitors of over 1 million per month, online. The platform I created has now hosted and facilitated over 200 campaigns in policy formation, and established relationships with parliamentary and provincial committees and public participation working groups in collaboration with National Assembly, and other civil society organisations.

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22.The average total of monthly recurring donations (which averages R92.00 per month from sponsors) ranges from approximately R350 000.00 per month, and has at times reached R650 000.00 per month. The value in the platform and in DSA itself, is accordingly considerable.

23.I initially caused the trademark of Dear SA to be registered in my personal name during or about June 2020 as appears from **Annexure RH9** hereto. Eloff advised me, when registering DSA, to transfer the trademark from my name to DSA, as he was of the view that this was good governance. Waldek Attorneys assisted me with this process, as appears from **Annexure RH10** hereto, being the invoice to DSA from the attorneys for purposes of such transfer of the trademark to DSA.

24.The second respondent, Cabanac, is involved in a podcast business known as Morningshot (Pty) Limited. His business partner by the name of Byron Sheppard established a call centre operation by the name of Pei, and convinced DSA to use their services. As it turned out, they had no call centre services or operation. The board of directors of DSA accordingly resolved to terminate the contract with Pei in or about July 2022. This resulted in Pei's attorneys, Hinrichsen Attorneys, transmitting a letter of demand against DSA as appears from **Annexure RH11** hereto.

25.During August 2022, I expressed my concern to Joubert that Cabanac was not performing, and that I was concerned about his lack of dedication to DSA. In a WhatsApp communication I further advised Joubert that I would be making a proposal to retrench Cabanac as a result, a copy of which conversation is annexed as **Annexure RH12** hereto.

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26. This caused some concern on my part, as I then heard from friends that there were rumours of the possibility of a hostile takeover by the second respondent and/or a threat from Pei to liquidate DSA which would result in the loss of all my personal hard work and the effort it has taken me over the years to establish my platform, intellectual property and the trademarks of 'Dear SA'.

27. To date, and in addition, I have personally invested R2 million into the 'Dear SA' brand. For purposes of DSA, I have loaned the entity R 800 000.00 since inception, comprised of a R500 000.00 loan account and then more recently an additional R300 000.00 loan.

28. In this regard I annex herewith ***Annexure RH13***, being an affidavit from DSA's bookkeeper, Erika Levine, wherein she confirmed that as early as the 27th of May 2021, my personal funding of DSA has carried the organisation. Cabanac was present at that meeting and has – together with the first and third respondents – known of my personal funding for DSA.

29. I accordingly approached Waldek Attorneys in or about August 2022 and asked them for advice on how to deal with the matter. Obviously I had been ill advised to transfer the trademarks into the name of DSA, and decided that it would be best to return my trademark into my personal name.

30. The transfer was never finalised, however, and the trademarks remains the asset of DSA. The payments to Waldek for these services (which include the transfer of the trademarks from me to DSA) from inception have appeared on the books of account for DSA since at least April 2022.

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31. At no stage did any of the first to third respondents raise these costs with me, notwithstanding that they had access to DSA's bank statements at all material times hereto, and knowing that the transfer of the trademarks were for the benefit of DSA.

32. At some stage, I simply failed to attend to signature of the necessary documents which would have completed the process of the trademark assignment, as I had decided to wait and see what would happen with the Pei litigation.

33. Insofar as my other intellectual property, such as copyright, is concerned, same still vests with me and remains in my name. I created and registered all of the data generated, systems and domains. This has never been ceded or assigned to Dear SA NPC or DSA, nor has it been purchased by any entity.

34. The first to third respondents now seek to commercialise my data base, which I have resisted for some time. This database alone carries great value, and the first to third respondents are aware of this and were open to selling same to generate income for DSA, as DSA has been in some financial difficulty for the last several months owing to the lack of dedication to fundraising and proposals by the first to third respondents. In fact, their individual performance has been lacking in several respects for some time, which has contributed to the cash-flow issues of DSA.

35. I have on several occasions discussed the lack of involvement on the part of Castle and Cabanac with Joubert, and at all times he has been in agreement with me regarding their poor performance.

36. The lack of performance, however, on the part of the first to third respondents

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continued to concern me. I noted over September and October that increasingly less time was being spent by them on proposals for DSA, to garner and increase support for the organisation.

37. This culminated in a WhatsApp discussion held between the 2nd of November 2022 and the 4th of November 2022, between me, and the first to third respondents, the extract of which is Annexed as **Annexure RH14** hereto.

38. As appears therefrom, I had requested on the 2nd of November 2022 that a resolution be drafted by the third respondent to repay me the R800 000.00 I have personally invested in DSA, as several months have now passed without any reimbursement to me. This was also in accordance with what we had agreed would be done. I further expressed my displeasure on the manner in which a draft resolution on the moratorium of expenses had been drafted, as it was vague and open-ended.

39. The following day, I again had to follow up with my request, and was advised by Cabanac that he was elsewhere occupied in meetings. I also asked for all funding proposals that the remaining three directors may have prepared over the past several months, so that I could consider the work being done by the remaining directors. Since it was clear to me that there has been very little effort made by the first to third respondents in performing their duties as employees, I also called for copies of their employment contracts to commence with a performance review process.

40. The following morning, none of the three respondents had bothered to respond to

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my requests, and I again requested copies of the proposals and the employment contracts. No response was forthcoming in the WhatsApp group from any of the first to third respondents. I was furious as none of the directors had bothered to even acknowledge my requests.

41. Later on that day, being the 4th of November 2022, I was rather shocked when I received a "Notice of Disciplinary Hearing and Members' Meeting" ("the Notice") from the first, second and third respondents. A copy of this Notice is attached hereto as ***Annexure RH15***.

42. From the Notice, I was afforded purported 'notice' "*in terms of section 71(2) of the Companies Act as well as the Labour Relations Act*" and charged with misconduct in my "*position as a Director as well as an employee of DearSAfrica NPC*". The provisions of the Labour Relations Act relied upon are not specified, and the purpose of the reference to same is not at all clear.

43. The Notice at the outset, relies on section 71(2) of the Companies Act 71 of 2008 ("the Act"). This is flawed as the first to third respondents are not shareholders. The MOI clearly stipulates that DSA has no members. Thus section 71(2) finds no application to the directors of DSA. Any proposed removal would accordingly have to be carried out in terms of sections 71(3) read with 71(4) of the Act. It is clear that the first to third respondents have attempted to rely on section 71(2) as it far less onerous than the requirements of section 71(3) and (4).

44. Interestingly, the resolution to suspend me as attached to the Notice, is dated as early as 1 November 2022. I was not afforded notice of such a board meeting, in



which the decision to suspend me was taken, whether in terms of section 73 or 74 (or otherwise) of the Act., nor was I ever given an opportunity to make representations as to why I should not be so suspended. In addition, and whilst I was advised that I would be furnished with a "*bundle of evidence*", I only received same at approximately 8pm on Sunday evening the 20th of November 2022, being the night before the "*hearing*" and/or "*meeting*".

45.As appears from the Notice , the charges – which are vague and lack any particularity whatsoever - appear to amount to the following:

- 41.1. The migration of the Dear SA trademarks (which remain the trademarks of DSA);
- 41.2. Payments for the migration of the DSA trademarks;
- 41.3. "*Breach of a sub-grant*" with an entity known as European Partnership;
- 41.4. "*Dishonesty and uncooperative conduct*";
- 41.5. Failure to uphold "*the fiduciary duty as a director*";
- 41.6. "*Concealment of Intellectual Property*" and the attempted transfer of the Dear SA trademark;
- 41.7. "*Unverified expenditure*";
- 41.8. "*Creating a hostile and toxic working relationship*";

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41.9. *"Creating a hostile and toxic work environment between DSA and suppliers and service providers".*

46.I was further advised that a members' meeting would be held and that a resolution for my removal as a director of DSA would be "*considered*". No reasons for my removal as a director are specified in the draft resolution, and I submit that it fails to meet the requirements of section 71 (and all of its subsections) of the Act.

47.Section 71(4) of the Act provides as follows:

*"(4) Before the board of a company **may consider** a resolution contemplated in subsection (3), the director concerned **must** be given*

—

*(a) notice of the meeting, including a copy of the proposed resolution **and a statement setting out reasons for the resolution, with sufficient particularity to reasonably permit** the director to prepare and present a response; and*

*(b) the **reasonable opportunity** to make a presentation, in person **or through a representative**, to the meeting before a resolution is put to a vote."*

(-own emphasis added)

48.To this end, I have not been afforded the statement setting out reasons for the

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resolution, any particularity whatsoever that would reasonably permit me to prepare and present my response. My representatives were also subsequently disallowed from attending the meeting, which was held virtually on 21 November 2022.

49. In addition to the aforesaid, section 2.1.(b) of the MOI of DSA provides that a director serves as such for an indefinite term until substituted by the person or the entity that appointed the director. In this particular instance, and as the founding and incorporating director, I appointed myself. I have at no stage agreed to my own substitution of an organisation that I have worked to establish over the past 5 years.

50. The proceedings against me, and the entire process that has been followed in my removal, are fatally defective. This is nothing more than the very hostile takeover I had feared, and a hijacking of my business, my IP and business model, disguised as a purported "disciplinary" and "members meeting" with a predetermined outcome. It is for this reason that the first, second and third respondents conspired as early as the 1st of November 2022 to resolve to suspend me, and did not notify me of any board meeting to that effect.

51. The entire process has been carried out duplicitously in response to my attempts to manage the performance of the first to third respondents. A decision to dismiss me as an employee and to have me removed as a director from my own organisation has been predetermined from the start.

52. To this end, my attorneys of record addressed correspondence to the first to third

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respondents on the 17th of November 2022, and requested that the charges be withdrawn. A full explanation was given as to the legal status, ownership and distinction of the trademark and copyrighted IP of my own work. A copy of the letter is annexed as **Annexure RH16** hereto. A clear distinction must be drawn between the trademark which still vests with DSA, and the remaining copyright and intellectual property rights which vest with me, as set out in this letter, the relevant portions of which read as follows:

“ ...

4. *It is no coincidence that the notices were issued immediately after our client – in his capacity as the chairperson and a director of Dear SA – reviewed the performance of his fellow directors, and pursuant to our client – in his personal capacity – requesting assurances that the R800 000.00...that he has loaned Dear SA will be repaid.*
5. *It appears...that the disciplinary notice is a desperate attempt by certain members of management to oust our client from Dear SA to avoid consequences of their own incompetence, avoid repaying the money loaned to Dear SA by our client, and hijack the business...*
- 6.....*our client believes that the disciplinary hearing is an abuse...when he is not guilty of the purported conduct you have charged him with, in that:*
 - 6.1. *...[T]he first charge is a blatant falsity as the trademarks that are alleged to have been 'migrated' by our client from Dear SA*

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remain assigned to Dear SA..

6.2. *...[T]he trademarks belonged to our client, and he assigned them to Dear SA, to and for the benefit of Dear SA. It is the same trademarks that the management is jealously guarding and falsely accusing our client of illegally migrating.*

6.3. *The third charge has been dealt with somewhat in isolation from the aforesaid charges, and the remaining charges lack any particularity that would assist in our client even comprehending the nature of same.*

7. ...

8. ...

9. ...

10. *If you fail to accede to our client's request, we require the following information to enable us to adequately prepare our client for the disciplinary enquiry:*

10.1. *The details of the chairperson of the enquiry;*

10.2. *The details of the complainant and evidence-leader...;*

10.3. *An indexed and paginated bundle of evidence to be relied upon...including all relevant policies and procedures; and*

S.C. 

10.4.A list of Dear SA's witnesses and their statements...

11. ...

12. ...

13. Whilst our client assigned his trademarks to Dear SA, he owns the copyrights in the following intellectual property that is currently being utilized by Dear SA:

13.1.The dearsouthafrica.co.za domain;

13.2.The dearsafrica.org.domain;

13.3.the dearsa.org.za domain;

13.4.All the systems, installations, technological development on the domains, as well as, all data generated on those systems and platforms, and any other domain or system.

14. The implication is...that our client has a clear right in the intellectual property and Dear SA cannot interdict our client from utilizing the property. In fact, our client as the owner of the intellectual property may demand that those individuals purporting to act for Dear SA and/ or any of the management, cease and desist from utilizing his intellectual property..."

(-own emphasis added)

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53. Obviously, erroneous reference in the letter to 'Dear SA', was intended as reference to DSA.

54. Despite the request contained therein to withdraw the purported charges and cancel the member's meeting for my removal, the first to third respondents refused to do so. None of the information was supplied, save for a bundle of documents which I received late in the evening of Sunday the 20th of November 2022. The particularity of the charges has still not been furnished.

55. In their response, annexed as **Annexure RH17** hereto, the second respondent advised that my '*full reasons*' could be fully ventilated at the members' meeting and disciplinary enquiry, simultaneously set down for the same date on the 21st of November 2022. Clearly, the first to third respondents had in mind that I would be removed first as a director and then found guilty of misconduct- after the fact. The mere fact that the two matters were going to be dealt with simultaneously was clear evidence, I submit, of a predetermined outcome.

56. Whilst the second respondent contended in the letter that the members' meeting would not be disciplinary in nature, this is not what transpired.

57. On Sunday the 20th of November 2022, being the day before the meeting, a further letter had to be transmitted to the first to third respondents, a copy of which is annexed as **Annexure RH18** hereto. As appears therefrom, we had still not been furnished with the courtesy of a virtual link for the meeting nor the bundle of evidence. Same was eventually furnished at approximately 20h00 that evening as alluded to above.

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58. A further email then had to be transmitted on the morning of the 21st of November 2022, as appears from **Annexure RH19** hereto, again requesting the virtual link. The lack of consideration of how I was meant to prepare for the 'meeting' in such circumstances displays the high levels of impertinence shown toward me by the first to third respondents.

59. The first to third respondents have contended throughout that furnishing me with a 'charge sheet for a disciplinary hearing', suffices for purposes of sufficient specificity when contemplating my removal, albeit that their Notice is purportedly and erroneously premised on section 71(2) of the Act.

60. I must emphasise that although the evidence bundle was only made available on the Sunday evening before the actual meeting, it simply consists of a batch of documents that do not demonstrate any relevance to the broad charges against me, which are inarticulate and ambiguous. This rendered me unable to even establish the proposed reasons for my removal as a director. Based on a more thorough consideration of the bundle since receipt thereof, it further renders me unable to even prepare my defence to my proposed dismissal as an employee.

61. On Monday the 21st of November 2022, and upon entering the virtual members' meeting, a certain Advocate Louis Taljard ("Taljard") from the Pretoria Bar was already in the meeting, and listened to all of the complaints raised *in limine* by my legal representatives. Whilst Taljard stated that he was not present to participate in the members' meeting, he presided over the process which followed. The transcribed minutes of this meeting will be made available once the recording is obtained from the first to third respondents. A link to the recordings of both of the

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meetings which ensued will further be made available on CaseLines.

62. Taljard adjourned the disciplinary enquiry to the 30th of November 2022, notwithstanding that making representations to the charges at the members' meeting would compromise and prejudice my defence at the disciplinary enquiry, or have the same effect *vice-versa*.

63. Interestingly, Eloff joined the virtual meeting but advised "*he was at court*" and would not be "*participating*". He did however remain connected to the virtual proceedings for the argument in the first meeting. I have not, to date, seen any resolution authorising or appointing Hurter Spies to investigate and/or proceed with disciplinary action as against me, but it appears that the first to third respondents had engaged their services and that this is the firm that briefed Taljard.

64. Be that as it may, when we were eventually advised that the members meeting would proceed at 11h30 and furnished with a new link, the first to third respondents refused my legal representatives the opportunity of even holding a watching brief, and promptly supported the resolution to remove me as a director, despite my reservations and submissions regarding the process that has been followed.

65. Whichever section of the Act is relied upon under the confines of section 71 by the first to third respondents, I remained entitled at all times to a representative putting forward my submissions. This right was denied in totality.

66. I have accordingly been removed as a director in circumstances where I have not

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yet been formally found guilty of the conduct complained of and in the absence of any opportunity to defend myself. I further have to face a disciplinary enquiry where the outcome will be no surprise or "*novel*" as the second respondent contends in his letter of the 18th of November 2022 and referred to above (as per paragraph 5.5. thereof).

67. Accordingly, the first to third respondents have embarked upon a stratagem to have me removed, avoid repayment to me of the R800 000.00 owed to me, acquire and capitalise my trademarks held in DSA, and utilise my IP without my consent unlawfully.

68. In addition, and as at Monday the 21st of November 2022, my bank card linked to the FNB account held by DSA, has been blocked. I do not doubt my full access to the bank account will be stopped by the first to third respondents in the coming days.

69. It is accordingly only for this limited reason that FNB is cited in this application. No additional relief is sought as against FNB.

70. I further do not wish to jeopardise DSA, a non-profit company, and ask for this reason that the first to third respondents pay the costs of this application in their personal capacities.

71. Accordingly, I submit that in all of the circumstances, the actions of the first to third respondents are *ultra vires*, invalid, and stand to be declared unlawful. However, the basis of the illegality of the removals is premised on the fact that they have removed me as a director, to avoid a performance management

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process as against them, and to effectively hijack the trademark of Dear SA, gain unlawful access to my copyright and IP, and access DSA's funds (received from members fees and donations) for their own personal benefit, and to my exclusion.

72.I originated, registered and obtained all of my copyright and IP rights in 2018.

Proof of the acquisition of same, long before DSA was even incorporated, is annexed as **Annexure RH20** hereto.

73.The fact that the first to third respondents have also secured Blom as a witness to testify against me in the proposed disciplinary hearing (which is to reconvene on 30 November 2022), indicates that they wish to again raise rumours of financial irregularities within DSA, which will only further prejudice the reputation of DSA and drive members and donors away. Blom has had no involvement in the dealings of DSA itself and would serve no purpose in testifying at my disciplinary herein, other than to besmirch my reputation further. Blom's involvement with the brand of 'Dear SA', came to a halt in December 2020 and he has had no involvement with DSA since its incorporation. The first to third respondents only wish to utilise this as a character assassination.

74.In so far as the allegations pertain to the funding of the Waldek invoices are concerned, it must be emphasised that I personally paid for the potential return of the trademark of Dear SA to myself, and did not use DSA funds. A copy of the proof of payment is annexed hereto as **Annexure RH21**.

75.The fact remains that I abandoned that intention, and no prejudice has ensued on the part of DSA. DSA retains the trademark to my peril. This was by no means

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sufficient reason to remove me as a director. In any event, and as appears from the minutes, I was not afforded an opportunity to even state my defence. Joubert simply closed off the meeting without calling an actual vote at the end. It was simply accepted that the support for my removal was approved. A document purporting to be the minuted outcome of the draft board resolution is annexed as **Annexure RH22** hereto. As can be seen, it is a voting outcome and doesn't actually minute what was discussed, as appears from the transcript of the meeting.

76. Be that as it may, each of the purported allegations against me are historical in nature. No previous grievances have ever been raised against me which would have hinted at the sudden allegations of "*lack of transparency and trust*" raised at the meeting of the 21st of November 2022.

77. The fact that I face exceptionally serious charges, and in the absence of any discussions being held as to the nature of the "*evidence collected*" as reflected in the transcript of the members' meeting of the 21st of November 2022, leaves me none the wiser as to the nature of this alleged evidence. The actual 'evidence' is certainly not apparent from the bundle furnished to me four days ago, nor were any details furnished during the meeting. The transcript is annexed as **Annexure RH23** hereto, which demonstrates this. I beg that the contents of same be read herein as if specifically incorporated.

78. Pursuant to my removal, my attorneys addressed correspondence to the first to third respondents, dated the 21st of November 2022, confirming my removal in the above circumstances, a copy of which is annexed as **Annexure RH24** hereto, and

the relevant portion of which reads as follows:

" ...

3. *Although the draft resolution is silent on this issue, it appears that the purported removal of our client as a director was taken pursuant to the provisions of Section 71(3) of the Companies Act ("the Act").*
4. *However, in breach of that provision and before the resolution should have been considered by the board, the director concerned was not provided a statement setting out reasons for the proposed resolution, enabling him to prepare a response to the allegations and therefore denying him a reasonable opportunity to make a presentation, in person or through a representative (the latter of whom you denied access to during the meeting), before the resolution was put to a vote...*
- 5...
6. *By purporting to remove our client as a director before he has been found guilty of the same allegations of misconduct which he is to answer to at a disciplinary enquiry, postponed today to the 30th instant, is not only procedurally and substantively unfair and unlawful, but in breach of your duties as directors...*
7. *For these reasons, inter alia, we are instructed to approach the High Court on an urgent basis to set aside the resolution of the board of*

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Dear Safrica, reinstate our client...and pray for punitive costs orders against the directors of Dear Safrica, jointly and severally, in your personal capacities.

8. *Our instructions are therefore to demand, as we hereby do, that the management....refrain from making any media or public announcements regarding the unlawful removal of our client as a director...or to publish allegations of wrongdoing on the part of our client..."*

79. On Tuesday evening, (the 22nd of November 2022), correspondence was received from Cilliers & Gildenhuys Attorneys ("CGA"), now acting on behalf of the first to third respondents, a copy of which is annexed as **Annexure RH25**, the relevant portions of which read as follows:

"...

3. *Our client denies that Mr. Hutchinson...was not provided with the necessary i) statement and ii) opportunity to prepare a response to the allegations and facts leading to a decision...to resolve to remove him as a director of the company.*
4. *In this regard we, we specifically refer to the notice provided to your client dated 4 November 2022 wherein the allegations are recorded. Subsequent hereto, your client did, in fact, via your offices make representations to the board in your letter to our client dated 17 November 2022, which submissions were*

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duly considered in terms of the requirements of the Companies Act...”

80. With all due respect, it cannot now be argued that the letter of the 17th instant (**Annexure RH16**) addressed by my attorneys constituted “*submissions*” within the context and meaning of the Act, in circumstances where we had no access to the evidence bundle and were requiring further information and particularity from the first to third respondents. Again, CGA have failed to advise which sub-section of 71 they have relied upon.

81. As alluded to above, section 71(2) does not find application to the removal of a director of DSA. Be that as it may, the contents of the letter addressed on the 17th of November 2022, were not discussed or even mentioned during the ‘ordinary board meeting’ to remove me, as appears from the minutes. Not one iota of evidence in fact, was dealt with and I remain as much in the dark as I did when I received the Notice on the 4th of November 2022.

82. At this juncture the first to third respondents are further causing irreparable harm to the reputational integrity of DSA and myself. To this end, Castle has issued correspondence to various suppliers and stakeholders of DSA, as early as the 14th of November 2022, advising as follows:

“We hope that you are keeping well.

I’m writing to you today to inform you of an unfortunate occurrence which has resulted in Mr Rob Hutchinson’s suspension from DearSA pending an investigation. As a result of this notice, Mr. Hutchinson is not permitted to engage with any suppliers, partners, members etc until his hearing has taken

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[Signature]

place on the 21st of November 2022.

The action taken has been guided from our legal advisor to be fair and just, throughout all processes. We hereby confirm that the incident pending investigation does not affect the funding grant nor the project related items with The Africa Charter Project in any way so this needn't be a concern. The promised operations are still in progress and will be delivered in due course. We have, however, incurred minor delays but this is due to the rescheduling of team meetings etc for the go-live delivery of the platform.

Further confirmation and details will be supplied post 21 November 2022. If you have any questions in the interim, please don't hesitate to reach out to either one of us. I have also copied in Gideon and Roman as fellow DearSA directors should you seek additional details.

Best wishes,

Chloe"

83. A copy of this email sent to various suppliers of DSA in this regard is annexed as **Annexure RH26** hereto.

84. Whilst this is not only defamatory, and further evidences their predetermined contrived action against me (considering this email was transmitted on the 14th of November already), it prejudices DSA which has long been associated with me. These suppliers make use of my copyrighted portion of the intellectual property, despite same never being formally licensed and/or ceded and/or assigned in any way to DSA. I accordingly revoke the use of my intellectual property as from 21 November 2022, until such time as I am

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reinstated as a director. I will address this in due course with the suppliers and the first to fourth respondents.

85. The aforesaid email prompted my attorneys having to address additional correspondence to all of the suppliers in this regard, requesting that they cease and desist from providing access to, or allowing processing of, my IP by unauthorised individuals, including members of managements of Dear SA other than myself, without my written consent. A copy of this correspondence dated the 18th of November 2022 is annexed as **Annexure RH27** hereto.

86. On the 23rd of November 2022, CGA sent a further letter to my attorneys, attached hereto as Annexure RH28, advising all of the suppliers of DSA, inter alia, that I am not the rightful owner of my own IP, and demanding that they comply with CGA's demands as the first to third respondents wish to "*urgently resume its activities as they are duly entitled to do*". A copy of this letter is annexed as **Annexure RH28**.

87. Thus far, this has caused further embarrassment to the name of DSA and me. Castle's husband, the manager of Impact Now (Pty) Ltd, who runs the call centre for DSA utilising my IP and data base of members, has already responded, creating the impression that I have a reputation for financial mismanagement and defaming the brand of 'Dear SA'. The previous amount owing to Impact Now (Pty) Ltd by Dear SA NPC was insignificant and could not be paid by Dear SA NPC in or about November 2020, owing to the court proceedings with Blom alluded to above. I personally settled that amount out of my own personal funds and no litigation ensued. Castle is obviously using

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her husband to conspire in the reputational damage to both me and the brand of 'Dear SA'. A copy of his email, dated 23 November 2022, is annexed as **Annexure RH29** hereto.

88. The first to third respondents' unlawful conduct is a blatant attempt to flout the provisions of the Companies Act and prevent a fair administrative procedure being followed which ultimately substantially prejudices the fourth respondent and all of its members. This obfuscation of fair procedure and the protection afforded to companies, directors and members cannot be condoned. Most importantly though, the purported removal of myself was simply to avoid proper performance management of the first to third respondents, and to thwart my *locus standi* in protecting DSA and the trademark of DSA.

89. DSA is not the first to third respondents' company to do with as they choose. It is an NPC, and philanthropist in nature. As such, it belongs to its members who provide the funding with which the non-profit company is meant to promote their interests and not the interests of the first to third respondents, their business partners or rivals in which they may have an interest.

90. My removal falls to be declared unlawful, as the first to third respondents have failed to conduct themselves properly as directors. They have further failed to adhere with the correct provisions of the Companies Act, and in contravention of the MOI. The first to third respondents cannot be left unrestrained to act on behalf of DSA in the current circumstances and the urgent relief sought herein is appropriate.

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URGENCY

91. Since the disciplinary hearing is set to proceed on Wednesday the 30th of November 2022, it is imperative that this matter be heard on an urgent basis.

From the predetermined manner in which this matter has been dealt with and as set out above, it is clear what the outcome of the hearing will be, especially in circumstances where Taljard has already been made privy to my submissions and defences, and where there appears to be a clear bias and/or conflict of interests.

92. To approach the labour courts will not assist me, and would take many months to be resolved in order to clear my name and that of DSA. By such time, I fear that the trademarks held by DSA will have been ceded or assigned to a new entity by the first to third respondents, and the funds of members diverted or dissipated.

93. The added factor is that the litigation with Pei will be adversely settled to the detriment of the fourth respondent, and the funds of the NPC, DSA possibly depleted. In addition, the reputational integrity of both me and DSA will be ruined. A hearing in due course will not prevent any redress in this regard. This is obvious from the correspondence being sent to and from suppliers, when the first to third respondents are aware that we are in the process of launching an urgent application.

REQUIREMENTS FOR INTERIM INTERDICT

Prima facie right

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94. In this application, I seek to interdict the first to third respondents from, *inter alia*, transacting with the funds of DSA and to refrain from engaging our stakeholders, suppliers, donors and members in the manner complained of above, pending action to be instituted against them and/or pending their removal as directors in due course. Obviously, this will have to be done through a lengthy court process.

95. Since I established the fourth respondent, and created its trademark, and since I have been unlawfully removed as a director, I submit that I have *prima facie* right to the relief sought.

Well-grounded apprehension of irreparable harm

96. In the event that if this application is not granted, pending finalization of the contemplated court action, there is a well-grounded apprehension that the first to third respondents will act to the detriment of DSA, and that I will have no prospects of recovering the R800 000.00, which I have loaned to DSA. The reputational damage to myself and to the reputation of the brand of Dear SA and DSA will be irreparably harmed. The integrity of my copyright, Trademark and IP will also have been compromised.

Balance of Convenience

97. I submit that the balance of convenience favours the applicant as opposed to the first, second and third respondents.

S.C. 

98.It should be noted that this application seeks an order on an interim basis, pending the outcome of litigation to be instituted. DSA, and the members and donors of DSA and I, stand to suffer prejudice if this interim interdict is not granted.

No other satisfactory remedy

99.The only way in which I am able to preserve the integrity of my copyright, data base, IP, DSA and myself, and protect the funds of DSA is by obtaining interim relief. A damages claim in due course will have cold comfort in the event that the first to third respondents are allowed to hijack the business and trademarks of DSA, and misappropriate its goodwill and funds in its banking accounts.

100.In the circumstances, I submit that I have no other satisfactory remedy available.

PUNITIVE COSTS

101.Given that the first to third respondents were afforded the opportunity to remedy their conduct and settle this dispute in an amicable and lawful manner, I submit that they ought to be sanctioned appropriately and be ordered to pay the costs of this application on the attorney and own client scale, as this entire application could have and should have been avoided. The fourth respondent should not be mulcted in costs for their conduct. As stated above, no costs are sought against the fifth respondent.

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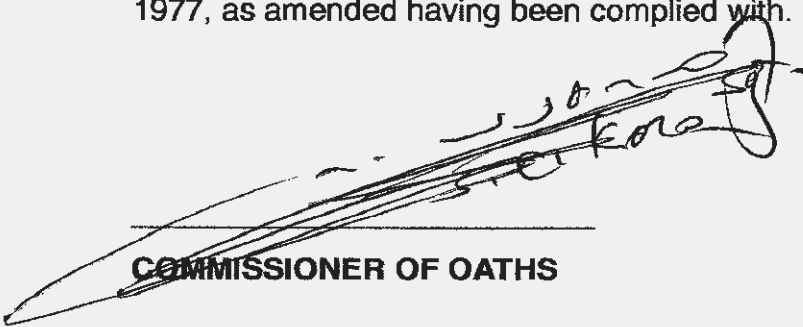
102. Further legal argument will be presented in this regard at the hearing of this application, and dealt with in the applicant's Heads of Argument, which will be prepared prior to the hearing hereof, and uploaded to CaseLines.

WHEREFORE I accordingly respectfully pray that an order be granted in terms of the Notice of Motion to which this affidavit is annexed.



DEPONENT

I certify that the Deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at on this 24th Day of June 2022, the regulations contained in Government Notice No. 1258 of 21 July 1972, as amended by Government Notice No. 1648 of 17 August 1977, as amended having been complied with.



COMMISSIONER OF OATHS

FULL NAMES:

S. Cikota

DESIGNATION:

SAI

ADDRESS:

9 PARK street, ALBERTINIA



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Wednesday, February 3, 2021 at 8:02

Notice of Incorporation

COR 14.1

Registration Number: K2021371919
Enterprise Name: DEARSAFRICA



Tracking Number: 9340591030



Customer Code: CELE52

INCORPORATOR DETAILS

Full Name: HUTCHINSON ROBERT NORMAN
Identity / Registration No: 7206195131087
Postal Address: 22 SALEHA KATODE STREET, RADIOKOP, ROODEPOORT, GAUTENG, 1724

1. The incorporators have incorporated a juristic person to be registered as a:

Non Profit Company

2. The incorporation of the company is to take effect on:

02 February 2021

3. The company's first financial year will end on:

February

4. The company's registered office address is:

Postal Address
22 SALEHA KATODE STREET,
RADIOKOP, ROODEPOORT,
GAUTENG, 1724

Physical Address
22 SALEHA KATODE STREET,
RADIOKOP, ROODEPOORT,
GAUTENG, 1724

5. Number of initial director(s) of the company as listed in Annexure A

3

6. The company name is:

DEARSAFRICA

7. The company's Memorandum of Incorporation, attached in form CoR 14.1
has no provisions of the type contemplated in section 15(2)(b) or (c).

I declare that the information in this application is true. If I am not the Applicant, I declare
that the Applicant has authorised me to make this application.

Signature

Date

S.C



CONTRACT OF EMPLOYMENT

by and between –

DEARSAFRICA NPC

with registration number 2021/371919/08 and registered address at Work Central
Bel Air Shopping Centre, North Riding, Johannesburg, Gauteng, 2169

herein represented by Gideon Joubert in his capacity as Director and duly
authorised thereto.

(hereinafter referred to as the “Employer”)

and

ROBERT NORMAN HUTCHINSON

Identity number: 720619 5131 08 7

and chosen domicilium citandi et executandi at 22 Saleha Katode Street, Radiokop,
Roodepoort, Gauteng, 1724

E-mail: rob.hutchinson@dearsouthafrica.co.za

Cell: 0845574828

(hereinafter referred to as the “Employee”)

S.C.

1. RECORDAL

- 1.1. The Employer and Employee wish to formalise their employment relationship in terms of this agreement and therefore hereby agree to the following terms and conditions of employment:

2. INTERPRETATION AND DEFINITIONS

- 2.1. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.
- 2.2. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

3. DURATION

- 3.1. Notwithstanding the signature date, this agreement shall commence as from the commencement date and shall continue thereafter for an indefinite period until terminated as provided for in this Agreement.

4. JOB DESCRIPTION

- 4.1. The Employee is hereby appointed in the position of Chairperson and shall perform the duties as agreed between the parties as well as all such tasks and duties as are reasonably and lawfully incidental thereto.
- 4.2. The Employee accepts such appointment upon the terms and conditions as set out below.

5. POLICIES AND PROCEDURES

- 5.1. The Employee undertakes to acquaint himself/herself with all relevant policies, guidelines and procedures of the Employer and at all times abide by the terms thereof. Such policies, guidelines and procedures may be amended from time to time which amendments shall be binding upon the Employee. In the event that any such policies, guidelines and procedures are not in existence at the



time that this agreement is entered into, such policies, codes and procedures shall apply to this agreement at the time that such are introduced.

6. PLACE OF WORK

- 6.1. The Employee shall perform their duties at the location of their choice.

7. WORKING HOURS

- 7.1. As a remote worker, the Employee has the option to choose exactly how and when they complete their work, the following lays out the expectations around how much effort will be required on the part of the employee, but the fulfilment of the job requirements will be based on an assessment of the production of outputs to the required standards.
- 7.2. To complete the tasks associated with this job it is expected that the employee shall need to work 40 hours per week.
- 7.3. As a remote worker, the Employee does have the option to work when the Employee likes, however, as part of a team the Employee needs to ensure he/she is reasonably contactable between the core hours between 08:00AM and 16:00PM, Monday to Friday.
- 7.4. The provisions of this clause do not apply to work which is required to be done without delay due to circumstances for which the Employer could not reasonably have been expected to make provision for and which cannot be performed by the Employee during the normal working hours as specified above.
- 7.5. The Employee will be entitled to a meal interval of thirty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

8. REMUNERATION

- 8.1. The Employee's basic remuneration per month is: R_____
- (*Amount in Words).



Hurter Spies
PROTECTION • SECURITY
 INVESTIGATION • SURVEILLANCE
 CONSULTING • TRAINING

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8.2. In addition to the basic remuneration as referred to in clause 3.1, the Employee is also entitled to the following payments which form part of the remuneration package: *(not applicable)*.

8.3. Said remuneration shall be paid on (Insert time of payment: i.e. 30th of every month or every Friday).

9. DEDUCTIONS

9.1. The following deductions shall be made from the Employee's wages/salary before the remuneration due to him/her is paid –

9.1.1. Income tax as prescribed by the Laws and Regulations governing income tax;

9.1.2. Unemployment Insurance in the amount of 1% of the Employee's monthly earnings;

9.1.3. Any other deduction which is required or permitted by law, a collective agreement, a court order or an arbitration award or as agreed between the parties.

10. ANNUAL LEAVE

10.1. The Employee is entitled to 21 (twenty one) consecutive days leave on full pay for each and every annual leave cycle.

10.2. The Employee is obliged to request leave in writing and obtain permission prior to taking annual leave. The time when such leave is to be taken shall as far as possible be mutually agreed between the Parties beforehand.

10.3. The Employer retains the right to direct when leave shall be taken, taking into account its operational requirements at the time. Leave must be taken during a 12-month annual leave cycle, failing which it will be forfeited.

11. SICK LEAVE



- 11.1. The Employee is entitled to 1 (one) day's paid sick leave for every 26 days' worked during the first four months of employment and thereafter to the number of days the Employee normally works in six weeks during each 36-month cycle.
- 11.2. The Employee shall provide a signed medical certificate to the Employer if he/she is absent:
- 11.2.1. For two or more consecutive days; or
 - 11.2.2. On a Friday or a Monday; or
 - 11.2.3. The day adjacent to any public holiday; or
 - 11.2.4. On two or more occasions during any 8 (Eight) week period.
- 11.3. Should the Employee fail to provide a medical certificate when requested, the Employer shall not be obliged to pay the Employee for the period of absence.

12. MATERNITY / PATERNITY LEAVE

- 12.1. An Employee, who is an expectant mother, is entitled to 4 (Four) consecutive months' unpaid maternity leave which may commence at any time from four weeks before the expected date of delivery or from a date from which a medical practitioner or midwife certifies that leave is necessary for the health of the mother or child. Such employee may not return to work for six weeks after the birth of the child unless a medical practitioner or midwife certifies that it is safe for her to do so.
- 12.2. An Employee, who is an expectant parent in any other case, including fathers and adopting parents, are entitled to 10 days unpaid parental leave when his/her child is born.
- 12.3. Maternity / Paternity leave shall be unpaid and such employee will therefore have to submit a claim to the Unemployment Insurance Fund to qualify for payment during the periods of absence in terms of this clause.



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- 12.4. The Employee must notify the Employer in writing of the date that such leave is to commence and when the Employee will return to work. Such notice must be given one month before –

- 12.4.1. the child is expected to be born; or
- 12.4.2. the date that the adoption order will be granted; or
- 12.4.3. when the child is placed in the care of a prospective adoptive parent.

13. FAMILY RESPONSIBILITY LEAVE

- 13.1. Family responsibility leave only applies to an employee who has been in employment with the Employer for longer than 4 (Four) months and who works for at least 4 (Four) days a week for the Employer.
- 13.2. The Employee is entitled to 3 (Three) days family responsibility leave for every 12 (Twelve) months worked. Family responsibility leave may be taken when the Employee's –
- 13.2.1. Child (under the age of 18) is sick; or
 - 13.2.2. In the event of the death, but not illness of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 13.3. The Employee will have to request leave in writing and obtain permission to go on leave as soon as is reasonably practicable to do so.
- 13.4. The Employee will submit to the Employer reasonable proof for the event for which leave is required, failing which he/she will not be entitled to any payment in respect of the days of absence.

14. DOMICILIUM

- 14.1. The Parties hereby choose as their *domicilium citandi et executandi* the addresses indicated on the first page of this Contract of Employment.



Hurter Spies
AN DER UNIVERSITÄT ZÜRICH
 INSTITUT FÜR ARBEITSRECHT
 8005 ZÜRICH, SCHWEIZ

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- 14.2. A party may change its address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other party.
- 14.3. Any notice that must be given in accordance with this agreement, shall be given by e-mail, unless provided otherwise by the relevant clause.

15. TERMINATION OF EMPLOYMENT

- 15.1. The Employee may give the Employer a notice of termination of the employment and such notice will be given in writing, unless the employee is illiterate.
- 15.2. The Notice period required are as follows:
- 15.2.1. During the first six months of employment, one week's notice;
- 15.2.2. Between six and twelve months of employment, two weeks' notice;
- 15.2.3. After completion of the first year of employment, four weeks' notice.

16. RETURN OF PROPERTY

- 16.1. The Employee understands that the Employer may from time to time, provide the Employee with the property of the Employer to enable the Employee to perform his/her duties in terms of this agreement. However, it is hereby explicitly recorded that the ownership of such property shall at all times vest in the name of the Employer and nothing contained in this agreement shall be construed as a transfer of the ownership thereof to the Employee.
- 16.2. Upon expiration of the term of this Contract of Employment or at any time if requested by the Employer to do so, the Employee shall hand over and return to the Employer all of the property of the Employer in the Employee's possession or under the Employee's control including any documents, records, printouts of data recorded on any computer programmes, notes, reports, manuals, financial statements, budgets, research papers, indices,



5. C



letters, memoranda, books or other documents, computer equipment (such as a laptop, desktop, monitor, keyboard, mouse, etc.), computer disks or flash drives, memory cards, external hard drives, information and all copies of such information (howsoever such information may be stored, whether on paper, computer disk, electronic format or otherwise or any other property of the Employer of any nature whatsoever.

- 16.3. Items in the possession and care of the Employee must be returned to the Employer in the same condition as received, fair wear and tear accepted. The Employer shall be entitled to claim damages from the Employee should the Employee cause damage to any of the Employer's property, equipment or vehicles.

17. GENERAL

- 17.1. This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.
- 17.2. No varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement, shall be effective unless reduced to in writing and signed by or on behalf of the parties.
- 17.3. On termination of employment an Employee is entitled to a Certificate of Service, the particulars whereof is detailed in the Basic Conditions of Employment Act.

Signed at Johannesburg on this 21st day of June 2022.

As Witnesses:

1.  _____



 **HURTER SPIES**
PROVIDING - GETTING
 INFORMATION - INVESTIGATING
 SECURITY - PROTECTION - SURVEILLANCE

SC

RV

EMPLOYER

2. _____

Signed at Johannesburg on this 21st day of June 2022.

As Witnesses:

1.  _____

EMPLOYEE

2. _____



 **Hurter Spies**
Handwritten signatures and stamps

SC





CONTRACT OF EMPLOYMENT

by and between –

DEARSAFRICA NPC

with registration number 2021/371919/08 and registered address at Work Central
Bel Air Shopping Centre, North Riding, Johannesburg, Gauteng, 2169

herein represented by Rob Hutchinson in his capacity as Director and duly
authorised thereto.

(hereinafter referred to as the “Employer”)

and

GIDEON DANIËL JOUBERT

Identity number: 50923 5041 08 6

and chosen domicilium citandi et executandi at 902 Atlantica, 21 Beach Road,
Strand, Caper Town, Western Cape, 7140

E-mail: gideon@dearsouthafrica.co.za

Cell: 0836254333

(hereinafter referred to as the “Employee”)

S.C.

1. RECORDAL

- 1.1. The Employer and Employee wish to formalise their employment relationship in terms of this agreement and therefore hereby agree to the following terms and conditions of employment:

2. INTERPRETATION AND DEFINITIONS

- 2.1. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.
- 2.2. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

3. DURATION

- 3.1. Notwithstanding the signature date, this agreement shall commence as from the commencement date and shall continue thereafter for an indefinite period until terminated as provided for in this Agreement.

4. JOB DESCRIPTION

- 4.1. The Employee is hereby appointed in the position of Chief Executive Officer and shall perform the duties as agreed between the parties as well as all such tasks and duties as are reasonably and lawfully incidental thereto.
- 4.2. The Employee accepts such appointment upon the terms and conditions as set out below.

5. POLICIES AND PROCEDURES

- 5.1. The Employee undertakes to acquaint himself/herself with all relevant policies, guidelines and procedures of the Employer and at all times abide by the terms thereof. Such policies, guidelines and procedures may be amended from time to time which amendments shall be binding upon the Employee. In the event that any such policies, guidelines and procedures are not in existence at the



time that this agreement is entered into, such policies, codes and procedures shall apply to this agreement at the time that such are introduced.

6. PLACE OF WORK

- 6.1. The Employee shall perform their duties at the location of their choice.

7. WORKING HOURS

- 7.1. As a remote worker, the Employee has the option to choose exactly how and when they complete their work, the following lays out the expectations around how much effort will be required on the part of the employee, but the fulfilment of the job requirements will be based on an assessment of the production of outputs to the required standards.
- 7.2. To complete the tasks associated with this job it is expected that the employee shall need to work 40 hours per week.
- 7.3. As a remote worker, the Employee does have the option to work when the Employee likes, however, as part of a team the Employee needs to ensure he/she is reasonably contactable between the core hours between 08:00AM and 16:00PM, Monday to Friday.
- 7.4. The provisions of this clause do not apply to work which is required to be done without delay due to circumstances for which the Employer could not reasonably have been expected to make provision for and which cannot be performed by the Employee during the normal working hours as specified above.
- 7.5. The Employee will be entitled to a meal interval of thirty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

8. REMUNERATION

- 8.1. The Employee's basic remuneration per month is: R_____
- (*Amount in Words).



Hurter Spies
RESEARCH & CONSULTING
 INVESTIGATIONS & INFORMATION
 SECURITY & COMPLIANCE & DATA ANALYSIS

S.C.

- 8.2. In addition to the basic remuneration as referred to in clause 3.1, the Employee is also entitled to the following payments which form part of the remuneration package: *(not applicable)*
- 8.3. Said remuneration shall be paid on (Insert time of payment: i.e. 30th of every month or every Friday).

9. DEDUCTIONS

- 9.1. The following deductions shall be made from the Employee's wages/salary before the remuneration due to him/her is paid –
- 9.1.1. Income tax as prescribed by the Laws and Regulations governing income tax;
- 9.1.2. Unemployment Insurance in the amount of 1% of the Employee's monthly earnings;
- 9.1.3. Any other deduction which is required or permitted by law, a collective agreement, a court order or an arbitration award or as agreed between the parties.

10. ANNUAL LEAVE

- 10.1. The Employee is entitled to 21 (twenty one) consecutive days leave on full pay for each and every annual leave cycle.
- 10.2. The Employee is obliged to request leave in writing and obtain permission prior to taking annual leave. The time when such leave is to be taken shall as far as possible be mutually agreed between the Parties beforehand.
- 10.3. The Employer retains the right to direct when leave shall be taken, taking into account its operational requirements at the time. Leave must be taken during a 12-month annual leave cycle, failing which it will be forfeited.

11. SICK LEAVE



 **Hurter Spies**
STRATEGIC CONSULTING
AND OPERATIONAL SUPPORT
FOR THE MANAGEMENT OF RESOURCES

P.C

- 11.1. The Employee is entitled to 1 (one) day's paid sick leave for every 26 days' worked during the first four months of employment and thereafter to the number of days the Employee normally works in six weeks during each 36-month cycle.
- 11.2. The Employee shall provide a signed medical certificate to the Employer if he/she is absent:
- 11.2.1. For two or more consecutive days; or
 - 11.2.2. On a Friday or a Monday; or
 - 11.2.3. The day adjacent to any public holiday; or
 - 11.2.4. On two or more occasions during any 8 (Eight) week period.
- 11.3. Should the Employee fail to provide a medical certificate when requested, the Employer shall not be obliged to pay the Employee for the period of absence.

12. MATERNITY / PATERNITY LEAVE

- 12.1. An Employee, who is an expectant mother, is entitled to 4 (Four) consecutive months' unpaid maternity leave which may commence at any time from four weeks before the expected date of delivery or from a date from which a medical practitioner or midwife certifies that leave is necessary for the health of the mother or child. Such employee may not return to work for six weeks after the birth of the child unless a medical practitioner or midwife certifies that it is safe for her to do so.
- 12.2. An Employee, who is an expectant parent in any other case, including fathers and adopting parents, are entitled to 10 days unpaid parental leave when his/her child is born.
- 12.3. Maternity / Paternity leave shall be unpaid and such employee will therefore have to submit a claim to the Unemployment Insurance Fund to qualify for payment during the periods of absence in terms of this clause.



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[Handwritten signature]

- 12.4. The Employee must notify the Employer in writing of the date that such leave is to commence and when the Employee will return to work. Such notice must be given one month before –

- 12.4.1. the child is expected to be born; or
- 12.4.2. the date that the adoption order will be granted; or
- 12.4.3. when the child is placed in the care of a prospective adoptive parent.

13. FAMILY RESPONSIBILITY LEAVE

- 13.1. Family responsibility leave only applies to an employee who has been in employment with the Employer for longer than 4 (Four) months and who works for at least 4 (Four) days a week for the Employer.
- 13.2. The Employee is entitled to 3 (Three) days family responsibility leave for every 12 (Twelve) months worked. Family responsibility leave may be taken when the Employee's –
- 13.2.1. Child (under the age of 18) is sick; or
 - 13.2.2. In the event of the death, but not illness of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 13.3. The Employee will have to request leave in writing and obtain permission to go on leave as soon as is reasonably practicable to do so.
- 13.4. The Employee will submit to the Employer reasonable proof for the event for which leave is required, failing which he/she will not be entitled to any payment in respect of the days of absence.

14. DOMICILIUM

- 14.1. The Parties hereby choose as their *domicilium citandit et executandi* the addresses indicated on the first page of this Contract of Employment.



 **Hurter Spies**
PRINCIPALES & ASSOCIÉS
 ENTREPRENEURS & COMMERCE
 ENTREPRENEURIAUX & REPRESENTATION OF FINANCE

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- 14.2. A party may change its address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other party.
- 14.3. Any notice that must be given in accordance with this agreement, shall be given by e-mail, unless provided otherwise by the relevant clause.

15. TERMINATION OF EMPLOYMENT

- 15.1. The Employee may give the Employer a notice of termination of the employment and such notice will be given in writing, unless the employee is illiterate.
- 15.2. The Notice period required are as follows:
 - 15.2.1. During the first six months of employment, one week's notice;
 - 15.2.2. Between six and twelve months of employment, two weeks' notice;
 - 15.2.3. After completion of the first year of employment, four weeks' notice.

16. RETURN OF PROPERTY

- 16.1. The Employee understands that the Employer may from time to time, provide the Employee with the property of the Employer to enable the Employee to perform his/her duties in terms of this agreement. However, it is hereby explicitly recorded that the ownership of such property shall at all times vest in the name of the Employer and nothing contained in this agreement shall be construed as a transfer of the ownership thereof to the Employee.
- 16.2. Upon expiration of the term of this Contract of Employment or at any time if requested by the Employer to do so, the Employee shall hand over and return to the Employer all of the property of the Employer in the Employee's possession or under the Employee's control including any documents, records, printouts of data recorded on any computer programmes, notes, reports, manuals, financial statements, budgets, research papers, indices,



[Handwritten initials/signature]

letters, memoranda, books or other documents, computer equipment (such as a laptop, desktop, monitor, keyboard, mouse, etc.), computer disks or flash drives, memory cards, external hard drives, information and all copies of such information (howsoever such information may be stored, whether on paper, computer disk, electronic format or otherwise or any other property of the Employer of any nature whatsoever.

- 16.3. Items in the possession and care of the Employee must be returned to the Employer in the same condition as received, fair wear and tear accepted. The Employer shall be entitled to claim damages from the Employee should the Employee cause damage to any of the Employer's property, equipment or vehicles.

17. GENERAL

- 17.1. This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.
- 17.2. No varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement, shall be effective unless reduced to in writing and signed by or on behalf of the parties.
- 17.3. On termination of employment an Employee is entitled to a Certificate of Service, the particulars whereof is detailed in the Basic Conditions of Employment Act.

Signed at Johannesburg on this 21st day of June 2022.

As Witnesses:

1.  _____



 **Hurter Spies**
PROFESSIONAL DOCUMENTATION & RESEARCH
 INFORMATION MANAGEMENT & CONSULTING
 REPRESENTATION & ADMINISTRATION OF SERVICES

S.C. 

EMPLOYER

2. _____

Signed at Cape Town on this 21st day of June 2022.

As Witnesses:

1.  _____**EMPLOYEE**

2. _____



 **Hurter Spies**
A member of the
HURTER SPIES GROUP
HURTER SPIES GROUP LTD. 0000

S.C.





CONTRACT OF EMPLOYMENT

by and between –

DEARSAFRICA NPC

with registration number 2021/371919/08 and registered address at Work Central
Bel Air Shopping Centre, North Riding, Johannesburg, Gauteng, 2169

herein represented by Gideon Joubert in his capacity as Director and duly
authorised thereto.

(hereinafter referred to as the “Employer”)

and

ROMAN ANDRE CABANAC

Identity number: 870605 5675 08 0

and chosen domicilium citandi et executandi at 17 Darnaway Road, Forest Town,
Johannesburg, Gauteng, 2193

E-mail: roman@dearsouthafrica.co.za

Cell: 0825637773

(hereinafter referred to as the “Employee”)

SC

1. RECORDAL

- 1.1. The Employer and Employee wish to formalise their employment relationship in terms of this agreement and therefore hereby agree to the following terms and conditions of employment:

2. INTERPRETATION AND DEFINITIONS

- 2.1. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.
- 2.2. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

3. DURATION

- 3.1. Notwithstanding the signature date, this agreement shall commence as from the commencement date and shall continue thereafter for an indefinite period until terminated as provided for in this Agreement.

4. JOB DESCRIPTION

- 4.1. The Employee is hereby appointed in the position of Head of Legal and Finance and shall perform the duties as agreed between the parties as well as all such tasks and duties as are reasonably and lawfully incidental thereto.
- 4.2. The Employee accepts such appointment upon the terms and conditions as set out below.

5. POLICIES AND PROCEDURES

- 5.1. The Employee undertakes to acquaint himself/herself with all relevant policies, guidelines and procedures of the Employer and at all times abide by the terms thereof. Such policies, guidelines and procedures may be amended from time to time which amendments shall be binding upon the Employee. In the event that any such policies, guidelines and procedures are not in existence at the



time that this agreement is entered into, such policies, codes and procedures shall apply to this agreement at the time that such are introduced.

6. PLACE OF WORK

- 6.1. The Employee shall perform their duties at the location of their choice.

7. WORKING HOURS

- 7.1. As a remote worker, the Employee has the option to choose exactly how and when they complete their work, the following lays out the expectations around how much effort will be required on the part of the employee, but the fulfilment of the job requirements will be based on an assessment of the production of outputs to the required standards.
- 7.2. To complete the tasks associated with this job it is expected that the employee shall need to work 40 hours per week.
- 7.3. As a remote worker, the Employee does have the option to work when the Employee likes, however, as part of a team the Employee needs to ensure he/she is reasonably contactable between the core hours between 08:00AM and 16:00PM, Monday to Friday.
- 7.4. The provisions of this clause do not apply to work which is required to be done without delay due to circumstances for which the Employer could not reasonably have been expected to make provision for and which cannot be performed by the Employee during the normal working hours as specified above.
- 7.5. The Employee will be entitled to a meal interval of thirty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

8. REMUNERATION

- 8.1. The Employee's basic remuneration per month is: R_____
- (*Amount in Words).



SC

8.2. In addition to the basic remuneration as referred to in clause 3.1, the Employee is also entitled to the following payments which form part of the remuneration package: *(not applicable)*

8.3. Said remuneration shall be paid on (Insert time of payment: i.e. 30th of every month or every Friday).

9. DEDUCTIONS

9.1. The following deductions shall be made from the Employee's wages/salary before the remuneration due to him/her is paid –

9.1.1. Income tax as prescribed by the Laws and Regulations governing income tax;

9.1.2. Unemployment Insurance in the amount of 1% of the Employee's monthly earnings;

9.1.3. Any other deduction which is required or permitted by law, a collective agreement, a court order or an arbitration award or as agreed between the parties.

10. ANNUAL LEAVE

10.1. The Employee is entitled to 21 (twenty one) consecutive days leave on full pay for each and every annual leave cycle.

10.2. The Employee is obliged to request leave in writing and obtain permission prior to taking annual leave. The time when such leave is to be taken shall as far as possible be mutually agreed between the Parties beforehand.

10.3. The Employer retains the right to direct when leave shall be taken, taking into account its operational requirements at the time. Leave must be taken during a 12-month annual leave cycle, failing which it will be forfeited.

11. SICK LEAVE



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- 11.1. The Employee is entitled to 1 (one) day's paid sick leave for every 26 days' worked during the first four months of employment and thereafter to the number of days the Employee normally works in six weeks during each 36-month cycle.
- 11.2. The Employee shall provide a signed medical certificate to the Employer if he/she is absent:
- 11.2.1. For two or more consecutive days; or
 - 11.2.2. On a Friday or a Monday; or
 - 11.2.3. The day adjacent to any public holiday; or
 - 11.2.4. On two or more occasions during any 8 (Eight) week period.
- 11.3. Should the Employee fail to provide a medical certificate when requested, the Employer shall not be obliged to pay the Employee for the period of absence.

12. MATERNITY / PATERNITY LEAVE

- 12.1. An Employee, who is an expectant mother, is entitled to 4 (Four) consecutive months' unpaid maternity leave which may commence at any time from four weeks before the expected date of delivery or from a date from which a medical practitioner or midwife certifies that leave is necessary for the health of the mother or child. Such employee may not return to work for six weeks after the birth of the child unless a medical practitioner or midwife certifies that it is safe for her to do so.
- 12.2. An Employee, who is an expectant parent in any other case, including fathers and adopting parents, are entitled to 10 days unpaid parental leave when his/her child is born.
- 12.3. Maternity / Paternity leave shall be unpaid and such employee will therefore have to submit a claim to the Unemployment Insurance Fund to qualify for payment during the periods of absence in terms of this clause.



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- 12.4. The Employee must notify the Employer in writing of the date that such leave is to commence and when the Employee will return to work. Such notice must be given one month before –

- 12.4.1. the child is expected to be born; or
- 12.4.2. the date that the adoption order will be granted; or
- 12.4.3. when the child is placed in the care of a prospective adoptive parent.

13. FAMILY RESPONSIBILITY LEAVE

- 13.1. Family responsibility leave only applies to an employee who has been in employment with the Employer for longer than 4 (Four) months and who works for at least 4 (Four) days a week for the Employer.
- 13.2. The Employee is entitled to 3 (Three) days family responsibility leave for every 12 (Twelve) months worked. Family responsibility leave may be taken when the Employee's –
- 13.2.1. Child (under the age of 18) is sick; or
 - 13.2.2. In the event of the death, but not illness of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 13.3. The Employee will have to request leave in writing and obtain permission to go on leave as soon as is reasonably practicable to do so.
- 13.4. The Employee will submit to the Employer reasonable proof for the event for which leave is required, failing which he/she will not be entitled to any payment in respect of the days of absence.

14. DOMICILIUM

- 14.1. The Parties hereby choose as their *domicilium citandit et executandi* the addresses indicated on the first page of this Contract of Employment.



Hurter Spies
ANALYSE • BERATUNG • MEDIATION
 FAMILIEN • ERBEN • VERTRÄGE

SC

- 14.2. A party may change its address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other party.
- 14.3. Any notice that must be given in accordance with this agreement, shall be given by e-mail, unless provided otherwise by the relevant clause.

15. TERMINATION OF EMPLOYMENT

- 15.1. The Employee may give the Employer a notice of termination of the employment and such notice will be given in writing, unless the employee is illiterate.
- 15.2. The Notice period required are as follows:
- 15.2.1. During the first six months of employment, one week's notice;
- 15.2.2. Between six and twelve months of employment, two weeks' notice;
- 15.2.3. After completion of the first year of employment, four weeks' notice.

16. RETURN OF PROPERTY

- 16.1. The Employee understands that the Employer may from time to time, provide the Employee with the property of the Employer to enable the Employee to perform his/her duties in terms of this agreement. However, it is hereby explicitly recorded that the ownership of such property shall at all times vest in the name of the Employer and nothing contained in this agreement shall be construed as a transfer of the ownership thereof to the Employee.
- 16.2. Upon expiration of the term of this Contract of Employment or at any time if requested by the Employer to do so, the Employee shall hand over and return to the Employer all of the property of the Employer in the Employee's possession or under the Employee's control including any documents, records, printouts of data recorded on any computer programmes, notes, reports, manuals, financial statements, budgets, research papers, indices,



EMPLOYER

2. _____

Signed at Johannesburg on this 21st day of June 2022.

As Witnesses:

1.  _____

EMPLOYEE

2. _____



Hurter Spies
... of ...
... of ...
... of ...

S.C





CONTRACT OF EMPLOYMENT

by and between –

DEARSAFRICA NPC

with registration number 2021/371919/08 and registered address at Work Central
Bel Air Shopping Centre, North Riding, Johannesburg, Gauteng, 2169

herein represented by Gideon Joubert in his capacity as Director and duly
authorised thereto.

(hereinafter referred to as the “Employer”)

and

CHLOE SHAY ROBERTS

Identity number: 930703 0993 08 3

and chosen domicilium citandi et executandi at 108 Runnymede Road, Chartwell
AH, Johannesburg, 2191

E-mail: chloe@dearsouthafrica.co.za

Cell: 0677406370

(hereinafter referred to as the “Employee”)

5.0

1. RECORDAL

- 1.1. The Employer and Employee wish to formalise their employment relationship in terms of this agreement and therefore hereby agree to the following terms and conditions of employment:

2. INTERPRETATION AND DEFINITIONS

- 2.1. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.
- 2.2. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

3. DURATION

- 3.1. Notwithstanding the signature date, this agreement shall commence as from the commencement date and shall continue thereafter for an indefinite period until terminated as provided for in this Agreement.

4. JOB DESCRIPTION

- 4.1. The Employee is hereby appointed in the position of Head of Operations and shall perform the duties as agreed between the parties as well as all such tasks and duties as are reasonably and lawfully incidental thereto.
- 4.2. The Employee accepts such appointment upon the terms and conditions as set out below.

5. POLICIES AND PROCEDURES

- 5.1. The Employee undertakes to acquaint himself/herself with all relevant policies, guidelines and procedures of the Employer and at all times abide by the terms thereof. Such policies, guidelines and procedures may be amended from time to time which amendments shall be binding upon the Employee. In the event that any such policies, guidelines and procedures are not in existence at the



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time that this agreement is entered into, such policies, codes and procedures shall apply to this agreement at the time that such are introduced.

6. PLACE OF WORK

- 6.1. The Employee shall perform their duties at the location of their choice.

7. WORKING HOURS

- 7.1. As a remote worker, the Employee has the option to choose exactly how and when they complete their work, the following lays out the expectations around how much effort will be required on the part of the employee, but the fulfilment of the job requirements will be based on an assessment of the production of outputs to the required standards.
- 7.2. To complete the tasks associated with this job it is expected that the employee shall need to work 40 hours per week.
- 7.3. As a remote worker, the Employee does have the option to work when the Employee likes, however, as part of a team the Employee needs to ensure he/she is reasonably contactable between the core hours between 08:00AM and 16:00PM, Monday to Friday.
- 7.4. The provisions of this clause do not apply to work which is required to be done without delay due to circumstances for which the Employer could not reasonably have been expected to make provision for and which cannot be performed by the Employee during the normal working hours as specified above.
- 7.5. The Employee will be entitled to a meal interval of thirty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

8. REMUNERATION

- 8.1. The Employee's basic remuneration per month is: R25 000 (Twenty five thousand rands).



8.2. In addition to the basic remuneration as referred to in clause 3.1, the Employee is also entitled to the following payments which form part of the remuneration package: *(not applicable)*

8.3. Said remuneration shall be paid on (Insert time of payment: i.e. 30th of every month or every Friday).

9. DEDUCTIONS

9.1. The following deductions shall be made from the Employee's wages/salary before the remuneration due to him/her is paid –

9.1.1. Income tax as prescribed by the Laws and Regulations governing income tax;

9.1.2. Unemployment Insurance in the amount of 1% of the Employee's monthly earnings;

9.1.3. Any other deduction which is required or permitted by law, a collective agreement, a court order or an arbitration award or as agreed between the parties.

10. ANNUAL LEAVE

10.1. The Employee is entitled to 21 (twenty one) consecutive days leave on full pay for each and every annual leave cycle.

10.2. The Employee is obliged to request leave in writing and obtain permission prior to taking annual leave. The time when such leave is to be taken shall as far as possible be mutually agreed between the Parties beforehand.

10.3. The Employer retains the right to direct when leave shall be taken, taking into account its operational requirements at the time. Leave must be taken during a 12-month annual leave cycle, failing which it will be forfeited.

11. SICK LEAVE



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- 11.1. The Employee is entitled to 1 (one) day's paid sick leave for every 26 days' worked during the first four months of employment and thereafter to the number of days the Employee normally works in six weeks during each 36-month cycle.
- 11.2. The Employee shall provide a signed medical certificate to the Employer if he/she is absent:
- 11.2.1. For two or more consecutive days; or
 - 11.2.2. On a Friday or a Monday; or
 - 11.2.3. The day adjacent to any public holiday; or
 - 11.2.4. On two or more occasions during any 8 (Eight) week period.
- 11.3. Should the Employee fail to provide a medical certificate when requested, the Employer shall not be obliged to pay the Employee for the period of absence.

12. MATERNITY / PATERNITY LEAVE

- 12.1. An Employee, who is an expectant mother, is entitled to 4 (Four) consecutive months' unpaid maternity leave which may commence at any time from four weeks before the expected date of delivery or from a date from which a medical practitioner or midwife certifies that leave is necessary for the health of the mother or child. Such employee may not return to work for six weeks after the birth of the child unless a medical practitioner or midwife certifies that it is safe for her to do so.
- 12.2. An Employee, who is an expectant parent in any other case, including fathers and adopting parents, are entitled to 10 days unpaid parental leave when his/her child is born.
- 12.3. Maternity / Paternity leave shall be unpaid and such employee will therefore have to submit a claim to the Unemployment Insurance Fund to qualify for payment during the periods of absence in terms of this clause.



12.4. The Employee must notify the Employer in writing of the date that such leave is to commence and when the Employee will return to work. Such notice must be given one month before –

12.4.1. the child is expected to be born; or

12.4.2. the date that the adoption order will be granted; or

12.4.3. when the child is placed in the care of a prospective adoptive parent.

13. FAMILY RESPONSIBILITY LEAVE

13.1. Family responsibility leave only applies to an employee who has been in employment with the Employer for longer than 4 (Four) months and who works for at least 4 (Four) days a week for the Employer.

13.2. The Employee is entitled to 3 (Three) days family responsibility leave for every 12 (Twelve) months worked. Family responsibility leave may be taken when the Employee's –

13.2.1. Child (under the age of 18) is sick; or

13.2.2. In the event of the death, but not illness of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

13.3. The Employee will have to request leave in writing and obtain permission to go on leave as soon as is reasonably practicable to do so.

13.4. The Employee will submit to the Employer reasonable proof for the event for which leave is required, failing which he/she will not be entitled to any payment in respect of the days of absence.

14. DOMICILIUM

14.1. The Parties hereby choose as their *domicilium citandit et executandi* the addresses indicated on the first page of this Contract of Employment.



Hunter Spies
REGISTRATION • IDENTIFICATION
 DOCUMENTATION • CONSULTING
 COLLECTION • INVESTIGATION • ADMINISTRATION OF EVIDENCE

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- 14.2. A party may change its address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other party.
- 14.3. Any notice that must be given in accordance with this agreement, shall be given by e-mail, unless provided otherwise by the relevant clause.

15. TERMINATION OF EMPLOYMENT

- 15.1. The Employee may give the Employer a notice of termination of the employment and such notice will be given in writing, unless the employee is illiterate.
- 15.2. The Notice period required are as follows:
- 15.2.1. During the first six months of employment, one week's notice;
 - 15.2.2. Between six and twelve months of employment, two weeks' notice;
 - 15.2.3. After completion of the first year of employment, four weeks' notice.

16. RETURN OF PROPERTY

- 16.1. The Employee understands that the Employer may from time to time, provide the Employee with the property of the Employer to enable the Employee to perform his/her duties in terms of this agreement. However, it is hereby explicitly recorded that the ownership of such property shall at all times vest in the name of the Employer and nothing contained in this agreement shall be construed as a transfer of the ownership thereof to the Employee.
- 16.2. Upon expiration of the term of this Contract of Employment or at any time if requested by the Employer to do so, the Employee shall hand over and return to the Employer all of the property of the Employer in the Employee's possession or under the Employee's control including any documents, records, printouts of data recorded on any computer programmes, notes, reports, manuals, financial statements, budgets, research papers, indices,



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[Handwritten signature]

letters, memoranda, books or other documents, computer equipment (such as a laptop, desktop, monitor, keyboard, mouse, etc.), computer disks or flash drives, memory cards, external hard drives, information and all copies of such information (howsoever such information may be stored, whether on paper, computer disk, electronic format or otherwise or any other property of the Employer of any nature whatsoever.

- 16.3. Items in the possession and care of the Employee must be returned to the Employer in the same condition as received, fair wear and tear accepted. The Employer shall be entitled to claim damages from the Employee should the Employee cause damage to any of the Employer's property, equipment or vehicles.

17. GENERAL

- 17.1. This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.
- 17.2. No varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement, shall be effective unless reduced to in writing and signed by or on behalf of the parties.
- 17.3. On termination of employment an Employee is entitled to a Certificate of Service, the particulars whereof is detailed in the Basic Conditions of Employment Act.

Signed at Johannesburg on this 21st day of June 2022.

As Witnesses:

1. _____



 **Hurter Spies**
PROFESSIONAL DOCUMENTATION & RESEARCH SERVICES

Handwritten signature

Handwritten signature

EMPLOYER

2. _____

Signed at Johannesburg on this 21st day of June 2022.

As Witnesses:

1. _____



EMPLOYEE

2. _____



 Hurter Spies
Fotografie & Medien
Dietrichstr. 10, 10179 Berlin
Tel: 030 2534 1000

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INDEPENDENT CONTRACTOR AGREEMENT

Done and entered into between

DearSAfrica NPC

(Registration number: 2022/279424/08)

(represented by Roman Cabanac in his capacity as Director)

Work Central Bel Air Shopping Centre

North Riding

Johannesburg

Gauteng

2169

Hereinafter called "DearSA"

and

Daniël Jakobus Eloff

18 Weaver Street

Three Rivers East

Vereeniging

1941

Hereinafter called "the Contractor"

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized 'SR' and the second is a more complex, cursive signature.

1. INTRODUCTION

WHEREAS

- 1.1. The Company wish to appoint the Consultant to provide the service.
- 1.2. The Consultant wishes to accept such appointment.
- 1.3. The Consultant is able to provide the service as required by the Company and warrants he is suitably organised, qualified, financed, equipped and experienced in the provision of the service referred to and required in terms of this Agreement.
- 1.4. The parties wish to record their agreement in writing.

2. INTERPRETATION AND DEFINITIONS

- 2.1. In this Agreement, unless the context otherwise indicates, the following words will have the following meanings:

- 2.1.1. "the/this Agreement" means this Agreement together with the annexures thereto;
- 2.1.2. "the Company" means the DearSAfrica NPC as described above;
- 2.1.3. "the Consultant" means the individual specified on this form;
- 2.1.4. "the Service" means the service to be provided by the Consultant to the Company from time to time in the term of paragraph 3 of this Agreement;
- 2.1.5. "the Commission" means the commission payable by the Company to the Consultant from time to time as set out in the commission rules of the Company and based solely on orders accepted by the Company;
- 2.1.6. "the Commencement Date" means the date on which this agreement commences, as specified on the front of this form.
- 2.1.7. "the Protected Parties" means the Company and its clients.

- 2.2. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females.

- 2.3. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

3. APPOINTMENT

- 3.1. The Company hereby appoint the Consultant to provide legal advice, draft legal documents and opinions and render legal consulting services.

- 3.2. The Consultants duties and obligations include but are not limited to:

- 3.2.1. Provide legal advice to legal questions posed by the Company when necessary.
- 3.2.2. Draft legal documents on behalf of the Company as requested.
- 3.2.3. Draft letters on behalf of the Company as requested.
- 3.2.4. Draft legal opinions and/or other legal or parliamentary submissions as may be required by the Company.
- 3.2.5. Participate in litigation, non-litigation activities, arbitration and any other relevant process as required by the Company.
- 3.2.6. Actively search for potential matters and/or cases for the Company to get involved with which matters and/or cases are aligned with the goals and objectives of the Company.

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3.2.7. Assist the attorneys appointed by the Company in preparing legal documents, letters or any other writing as may be necessary.

3.3. The Consultant accepts such appointment upon the terms and conditions as set out below.

4. DURATION

Notwithstanding the signature date, this agreement shall commence as from the commencement date and shall continue thereafter for an indefinite period until terminated as provided for in this Agreement.

5. RESPONSIBILITIES AND DUTIES

- 5.1. The services may be specified in general terms only and the Consultant shall be bound by any further services as may be required by the Company after consultation with the Consultant.
- 5.2. The Consultant will be appointed to the board of the Company as an *ex officio* director and legal advisor.
- 5.3. The Consultant hereby undertakes that he shall at all times during the continuance in force of this Agreement, observe the utmost good faith in the performance of his obligations as set out in this Agreement.
- 5.4. In the performance of this Agreement, the Consultant shall at all times have due regard to and observe the regulations of the Company and administrative conditions, rules and regulations, as may be in existence in all areas of operation of the Company from time to time

6. PAYMENT AND TAX

- 6.1. The Company will before the first day of each month pay in advance the Consultant a fixed monthly fee of R8 500.00 (Eight thousand five hundred rand) into the nominated bank account being:

Account Holder: Daniel Eloff
Account Type: Current Account
Bank: Discovery Bank
Branch Code: 679000
Account Number: 18772696467

- 6.2. The Consultant shall be responsible for accounting to the appropriate authorities for his income tax or any other moneys required to be paid in terms of legislation, or any other law.
- 6.3. The Consultant hereby indemnifies the Company against all losses, claims, liabilities, damage or expense which the Company may suffer as a result of, or which may be attributable to, any liability of the Company for taxation in respect of payment made in terms of the agreement. For these purposes "taxation" includes SITE and PAYE, all other forms of duties or taxation, taxation in respect of any assessment of taxation and any penalties or interest.

7. CONFIDENTIALITY

- 7.1. The Consultant gives his/her undertaking not to use any of the Company's documents, promotional material, procedures, trade secrets, etc. for personal gain or any activities in conflict with the business of the Company.

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8. TERMINATION

- 8.1. Subject to 8.2, either party may during the currency and duration of this Agreement, terminate this Agreement by giving 30 day notice to the other party.
- 8.2. It is specially recorded that the Agreement may be summarily terminated if at any stage the Consultant is guilty of fraud, wilful default, gross negligence, gross incompetence or other serious misconduct.
- 8.3. Notwithstanding anything contrary, whether express or implied in the Agreement, the Consultant specifically agrees and acknowledges that:
- 8.3.1. the Company' right to terminate this Agreement shall be regulated by this Agreement and the Law of Contract alone
 - 8.3.2. the Consultant is not "an employee" as defined in any South African legislation;
 - 8.3.3. the provisions relating to dismissal or the residual unfair labour practice provisions contained in the Labour Relations Act, 66 of 1995 (as amended), shall not be applied directly or indirectly, to this Agreement;
 - 8.3.4. a valid and lawful termination of this Agreement shall be deemed to constitute a "fair dismissal" of the Consultant for any and all purposes; and
 - 8.3.5. upon termination of this Agreement for any reason, he will not be entitled to, nor will he claim, any retrenchment, discontinuation or severance benefits, irrespective of the circumstances giving rise to any such claim.

9. RELATIONSHIP

- 9.1. The Consultant shall not be entitled to any employment benefits, overtime payments or the like or any payment therefore.
- 9.2. The relationship between the Company and the Consultant shall not be deemed to be one of employer/employee and the Consultant specifically agrees that the Company shall not in any way be liable to the Consultant under the provisions of any legislation which purports to create such an employment relationship.

10. INDEMNITIES

The Consultant shall indemnify and keep indemnified and hold the Company and its directors, officers and agents harmless against any liability, loss, damage, claim, suit, action, demand, expense of proceedings of whatsoever nature whether arising under any statute or common law in respect of:

- 10.1. any personal injury (which expression should include illness and disability under any relevant workers compensation legislation) or death to any and all persons whomsoever arising out of or in the course of or in the course of and caused negligence or breach of contract by the Consultant in the execution of its function under this Agreement either directly or indirectly; and
- 10.2. any loss or destruction of, or injury or damage to, or loss of use of all property real or personal (including but not limited to the property of the Company) arising out of or in the course of and caused by negligence or breach of contract by the Consultant in the performance of its duties under this Agreement either directly or indirectly.

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11. WARRANTIES

The Consultant warrants that he is able to conclude this agreement and to comply with its obligations covered in this Agreement to the satisfaction for the Company.

12. DISPUTE RESOLUTION

Any dispute arising from or in connection with this Agreement shall (with the exception of urgent relief claimed from a court of competent jurisdiction);

- 12.1. in the first instance be referred to mediation acceptable to both parties; and
- 12.2. failing resolution by mediation, shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation; and
- 12.3. the costs of such mediation and arbitration shall be shared by both parties, unless otherwise ordered by the arbitrator.

13. VARIATIONS NOT EFFECTIVE UNLESS IN WRITING

No variation, modification or waiver of any provisions of this Agreement, or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by the parties and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which it is made or given.

14. PARTIES NOT AFFECTED BY WAIVER OF BREACHES

- 14.1. The waiver (whether express or implied) by any party of any breach of the term or conditions of this Agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.
- 14.2. No favour, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred on such party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any other power or right under this Agreement.
- 14.3. The expiry or termination of this Agreement shall not prejudice the rights of any party in respect of antecedent breach or non-performance by the other party of any of the terms and conditions hereof.

15. SOLE AGREEMENT

This Agreement constitutes the sole Agreement between parties and no representation not contained herein shall be of any force or effect between the parties.

16. DOMICILIUM

The parties hereto choose *domicilia citandi et exectandi* for all purposes of and in connection with this Agreement as follows:

- 16.1. The Company: Work Central Bel Air Shopping Centre, North Riding, Johannesburg, Gauteng 2169
- 16.2. The Consultant: 18 Weaver Street, Three Rivers East, Vereeniging, Gauteng

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17.ASSIGNMENT

This Agreement is personal as between the Company and the Consultant and neither the Company nor the Consultant may sell, assign, cede, transfer or hypothecate any of the rights or interests created under this Agreement or delegate any of the obligations or duties hereunder.

18.FORCE MAJEURE

No party will be liable for failure to perform any obligation in terms hereof in the event and to the extent the such failure is caused by force majeure.

SIGNED AT Johannesburg ON THIS 4th DAY OF October 2022

As witnesses:

1. _____ RA Cabanac
DearSAfrica NPC
2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2022

As witnesses:

1. _____ Daniël Jakobus Eloff
2. _____

Legal Consultant Agreement Draft

Final Audit Report

2022-10-04

Created:	2022-10-04
By:	RA Cabanac (roman@dearsouthafrica.co.za)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7Toi6a0AYm2v4VWNeyJQsRJnZe_Kb7V7

"Legal Consultant Agreement Draft" History

-  Document created by RA Cabanac (roman@dearsouthafrica.co.za)
2022-10-04 - 7:56:55 AM GMT
-  Document emailed to eloff@hurterspies.co.za for signature
2022-10-04 - 7:57:57 AM GMT
-  Email viewed by eloff@hurterspies.co.za
2022-10-04 - 8:12:42 AM GMT
-  Signer eloff@hurterspies.co.za entered name at signing as Daniël Eloff
2022-10-04 - 8:13:48 AM GMT
-  Document e-signed by Daniël Eloff (eloff@hurterspies.co.za)
Signature Date: 2022-10-04 - 8:13:50 AM GMT - Time Source: server
-  Agreement completed.
2022-10-04 - 8:13:50 AM GMT



Adobe Acrobat Sign

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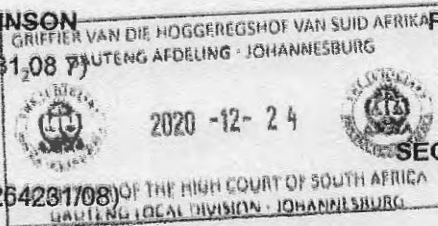


Case No: 20/44598

In the matter between:

ROBERT NORMAN HUTCHINSON

(Identity Number: 720619 5131 08 7)



FIRST APPLICANT

DEARSA NPC

(Registration Number: 2017/264231/08)

SECOND APPLICANT

and

NICOLAAS EDWARD BLOM

(Identity Number: 590211 5054 08 4)

FIRST RESPONDENT

SANDRA DICKSON

(Identity Number: 580130 0044 08 4)

SECOND RESPONDENT

**FIRSTRAND BANK LIMITED (ACTING
THROUGH ITS FIRST NATIONAL BANK
DIVISION)**

(Registration Number: 1929/001225/06)

THIRD RESPONDENT

NOTICE OF MOTION

SC

[Signature]

TAKE NOTICE that the Applicants intend making application on **5 JANUARY 2021 at 10h00** (or as soon thereafter as counsel may be heard), for an order in the following terms:

1. That the Applicants' non-compliance relating to the rules, timeframes and service be condoned and that the application be enrolled and regarded as urgent in terms of rule 6(12) of the rules of the above Honourable Court;
2. That the Third Respondent is directed, forthwith:
 - 2.1 to restore regular banking services and access to the Second Applicant's banking account held at the Third Respondent's Sandton City branch under account number 6279 1143 284 (the "**Banking Account**"); and
 - 2.2 to allow the First Applicant, on behalf of the Second Applicant, to do all that is necessary to operate and transact out of the Banking Account.
3. That the First Applicant be authorised to bring the current application in the name and on behalf of the Second Applicant in terms of section 165(6) of the Companies Act, No. 71 of 2008;
4. That the Applicants shall be entitled, if necessary, to approach the above Honourable Court on an urgent basis, and on duly supplemented papers, for appropriate relief should the regular banking services and/or access to the

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Banking Account be obstructed and/or hindered for any reason whatsoever;

5. That the First Respondent and the Second Respondent pay the cost of the application, jointly and severally, on an attorney-client scale (or in the event that the application is opposed, then that the cost of the application is paid by such opposing parties, jointly and severally, on an attorney-client scale); and
6. Further and/or alternative relief.

TAKE FURTHER NOTICE that the founding affidavit of **MR ROBERT NORMAN HUTCHINSON** (together with annexures thereto) will be used in support of the application.

TAKE FURTHER NOTICE that the Applicant has appointed the address of **HURTER SPIES ATTORNEYS INC.**, at the address as mentioned below, at which the Applicant will accept notice and service of all process in this application.

TAKE FURTHER NOTICE that if you intend to oppose this application, you must:

- a) Notify the Applicants' attorneys thereof in writing before **16h00** on **25 DECEMBER 2020** and further that you are required to appoint in such notification an address as referred to in rule 6(5)(b) at which you will accept notice and service of all documents in these proceedings; and
- b) File your opposing affidavit/s (if any) on or before **09h00** on **30 DECEMBER 2020**.

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TAKE FURTHER NOTICE that if so advised, the Applicants will file its replying affidavit thereafter (to the extent necessary, if at all).

KINDLY ENROL THE MATTER FOR HEARING ACCORDINGLY.

SIGNED AND DATED AT PRETORIA ON THIS THE 24th DAY
OF December 2020.



HURTER SPIES INC

Attorneys for Applicants

Second Floor, Block A

Loftus Park

416 Kirkness street, Arcadia

Pretoria, 0007

Ref No: D Eloff/ MAT3334

Email: deloff@hurterspies.co.za

danielle@hurterspies.co.za

C/O Crafford Attorneys

Ground Floor, Block 3

Rivonia Close

320 Rivonia Boulevard

Rivonia

JOHANNESBURG

5.0



Tel: 011 234 9789

Fax: 011 234 8504

E-mail: admin@craffordlaw.com

**TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT
JOHANNESBURG**

AND TO: THE FIRST RESPONDENT

104 8th Street

Parkmore, Sandton

Johannesburg, Gauteng

Email: tedblom@gmail.com

ted.born@miningandenergy.co.za

SERVICE VIA EMAIL

AND TO: THE SECOND RESPONDENT

12 Bergsig Street

Protea Heights, Brackenfell

Western Cape

Email: sandradic@vodamail.co.za

SERVICE VIA EMAIL



AND TO: THE THIRD RESPONDENT

FNB Legal, 3rd Floor, No 1 First Place

Bank City, Johannesburg 2001

Email: delight.makhubela@fnb.co.za

WNgcobo@fnb.co.za

info@fnb.co.za

businessdirectory@fnb.co.za

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Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Wednesday, February 3, 2021 at 8:02



Companies and Intellectual
Property Commission

a member of the dti group

Notice of Incorporation

COR 14.1A

Registration Number: K2021371919
Enterprise Name: DEARSAFRICA



Tracking Number: 9340591030



Customer Code: CELE52

INITIAL DIRECTOR DETAILS

Full Name	Occupation	ID Number / Date of Birth & Country	Appoint. Date	Cellphone Number	Address
HUTCHINSON, ROBERT NORMAN		7206195131087 South Africa	02/02/2021	0845574828	Postal: 22 SALEHA KATODE STREET, RADIOKOP, ROODEPOORT, GAUTENG, 1724 Residential: 22 SALEHA KATODE STREET, RADIOKOP, ROODEPOORT, GAUTENG, 1724
JOUBERT, GIDEON DANIEL		8509235041066 South Africa	02/02/2021	0836254333	Postal: 902 ATLANTICA 21 BEACH ROAD, STRAND, CAPE TOWN, WESTERN CAPE, 7140 Residential: 902 ATLANTICA 21 BEACH ROAD, STRAND, CAPE TOWN, WESTERN CAPE, 7140
CABANAC, ROMAN ANDRE		8706055675080 South Africa	02/02/2021	0825637773	Postal: 17 DARNAWAY ROAD, FOREST TOWN, JOHANNESBURG, GAUTENG, 2193 Residential: 17 DARNAWAY ROAD, FOREST TOWN, JOHANNESBURG, GAUTENG, 2193

The incorporators confirm that each person named above has consented to being
appointed in terms of section 66(7)(b) as a director of the company, whose Memorandum
of Incorporation is attached.

This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Companies Act,
2008 (Act No. 71 of 2008).



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DEED OF SUBSTITUTION

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

ROBERT NORMAN HUTCHINSON

A major male South African resident (Identity Number: 7208195131057)
residing at 22 Selena, Katode Street, Radokop, Gauteng, 1724

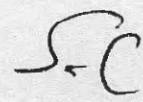
(hereinafter referred to as the "Assignor")

and

DEARSAFRICA NPC

A non-profit company duly registered and incorporated in terms of the Company Laws of the
Republic of South Africa (Registration Number: 2021 / 371919 / 09)
having its registered address at 22 Selena, Katode Street, Radokop, Rondebosch, Gauteng, 1724

(hereinafter referred to as the "Assignee")



RECORDAL

WHEREAS the Assignor is the proprietor of trade mark application numbers:

	Application Number	Description	Class
1.	2020/19744	DEAR SA (WORD)	41
2.	2020/19745	DEAR SA (WORD)	45
3.	2020/19746	D (LOGO)	41
4.	2020/19747	D (LOGO)	45
5.	2020/33751	ENERGY EXPERT COALITION (LOGO)	45
6.	2020/33752	ENVIRO EXPERT COALITION (LOGO)	45

AND WHEREAS the Assignor has agreed with the Assignee to cede, assign and transfer all of its rights, title and interest in and to the abovementioned trade mark applications to the Assignee;

AND WHEREAS the Assignor has agreed with the Assignee that the cession of the trade mark applications from the Assignor to the Assignee will carry with it the Assignor's goodwill in its business.

NOW THEREFORE IT IS HEREBY AGREED:

1. The Assignor hereby cedes, assigns and transfers to the Assignee, its rights, title and interest in and to the said trade mark applications.
2. The Assignment of the said trade mark applications is with goodwill
3. The Assignment of the said trade mark applications takes effect from **12 February 2021**, and the Assignee accepts cession and transfer of the said trade mark applications

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THUS DONE AND SIGNED at Randburg on the 12th day of February
2021 in the presence of the undersigned competent witnesses:

WITNESSES:

1. [Signature]

2. N. Mofu

[Signature]

ASSIGNOR

ROBERT NORMAN HUTCHINSON

THUS DONE AND SIGNED at Randburg on the 12th day of February
2021 in the presence of the undersigned competent witnesses:

WITNESSES:

1. [Signature]

2. N. Mofu

[Signature]

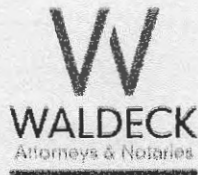
ASSIGNEE

DEARSAFRICA NPC

Per: Robert Hutchinson, who is
duly authorised to sign this document
in his capacity as director

SC

[Signature]



12 Baker Street
Bryanston
2191
P.O. Box 2722, Cresta, 2118

Tel: +27 11 431 4371
Fax: +27 86 673 3477
waldeck@waldeckattorneys.co.za

ROBERT HUTCHINSON
22 SALEHA KATODE STREET
RADIOKOP

Our Reference	CLAIRE WALDECK
Account Number	C01300
Your Reference	
Date	11/08/2020
Tax Invoice No	4628
Our VAT Reg No.	4570260556
Your VAT Reg No.	

Tax Invoice

DEAR SA			
Date	Details		Amount
11/08/2020	Filing for trade mark applications for Dear South Africa and Dear SA logo. First Application R4010, second application R3810, third application R3260, fourth application R3260.		14,340.00
	Total Fees		14,340.00
11/08/2020	CIPC disbursements R590 x 4		2,360.00
	Total Disbursements		2,360.00
	Total Excluding VAT		16,700.00
	Total VAT at 15 %		2,151.00
	Total Amount Due		R 18,851.00

Payment due on presentation

Banking Details:

WALDECK ATTORNEYS

Bank Name: Standard Bank Clearwater
Branch Number: 001 206
Current Account: 252 718 690
Reference: C01300

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Hinrichsen
ATTORNEYS
— Litigation & Commercial Specialists —

TO: DEARSAFRICA
OUR REF: AlexanderVDL/tj/PEX1.DSA1
BY EMAIL: roman@dearsouthafrica.co.za; gideon@dearsouthafrica.co.za
rob.hutchinson@dearsouthafrica.co.za
DATE: 08 August 2022

Dear Sirs,

RE: POLICY EXCESS INSURE (PTY) LTD / BYRON SHEPHERD // DEARSAFRICA NPC

1. The aforesaid matter refers.
2. Be advised that we have received instruction herein to act on behalf of Policy Excess Insure (Pty) Ltd ('PEX'), as well as Byron Shepherd ('Shepherd'), hereinafter referred to as 'our client', alternatively 'our clients' as appropriate, and address this correspondence to you in the aforesaid capacity. Any further correspondence relating to the subject matter hereof is to be directed to our office unless otherwise advised.
3. We have consulted with our client and are in receipt of various documents which include, but are not limited to:
 - 3.1 The Management Services Agreement concluded by PEX and yourselves on or about the 31st of March 2022; and
 - 3.2 Various written and recorded correspondence between yourselves and our client.

T 010 976 0053

F 087 809 6228

EMERGENCY CONTACT
092 769 4894 (after hours)

B First Floor, Quadrum Building
No 4, Quadrum Office Park,
50 Constantia Boulevard,
Constantia Kloof Ext 28,
Johannesburg, 1709

P PostNet Suite 119
Private Bag X1
Florida Hills
1716

www.hinattorneys.co.za

Directors: R. Atcheson, M. Fourie, R. Poisson, R. van der Laan

S.C.

4. Please note that any failure by us to address each and every allegation, averment, or contention contained in the above stated documentation should not be construed as an admission as to the correctness or accuracy of such contention and does not constitute a waiver of our clients' rights and is without prejudice to our clients' rights all of which remain reserved.
5. We hold instruction from our client to place the following on record:
- 5.1 During or about early 2022, your offices, duly represented by Rob Hutchinson, Gideon Joubert, and Roman Cabanac, engaged with our clients wherein numerous representations were made by yourselves pertaining to our clients' services which included, but were not limited to, the provision of a call centre by PEX and professional involvement in the capacity as financial director by Shepherd.
- 5.2 PEX acted on the aforesaid representation and provided a call centre, the terms and conditions of which was encapsulated in the written Management Services Agreement. Furthermore, Shepherd acted on the aforesaid representation and provided in excess of two months' worth of expertise to yourselves on the basis that he would be remunerated for same in cash and equity.
- 5.3 Without reason, you advised our client that you were terminating the management services agreement immediately, as set out in your correspondence dated the 03rd of August 2022.
- 5.4 There has been no indication from yourselves pertaining to status of our client's involvement as a financial director and that it appears that you have fled the scene despite the obligations owing by yourselves to our clients.

with regard to the Management Services Agreement –

- 5.5 The agreement concluded between the parties makes no provision for early termination on a unilateral basis and was set to remain in operation for a

T 010 976 0053
F 087 809 6228
EMERGENCY CONTACT
082 769 4894 (after hours)

a First Floor, Quadrum Building
No 4, Quadrum Office Park,
50 Constantia Boulevard,
Constantia Kloof Ext 28,
Johannesburg, 1709

D PostNet Suite 119
Private Bag X1
Florida Hills
1716

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Directors: B Atcheson, M Fourie, B Poisson, R van der Laan

SC

period of no less than 12 months. As such, your conduct in this regard amounts to repudiation.

5.6 Notwithstanding the aforesaid repudiation, our client remains liable, as a result of your representation, *alternatively* conduct, for both the employees so appointed and the telephone contracts acquired to facilitate the agreement, for the entirety of the 12-month period.

5.7 In terms of the above, PEX has suffered, *alternatively* will suffer, financial harm, as a direct result of your breach of the agreement, in the amount of **R955,107.96**, being the liability carried by our client and loss of income suffered.

With regard to the professional services rendered by Shepherd -

5.8 Our client has provided yourselves with professional services and has committed two months' worth of his time in providing assistance to yourselves on the representation that you would appoint our client as the financial director of your company and would, in conjunction with same, provide our client with equity shares on a pro rata basis as between the directors.

5.9 As a result of the aforesaid representation, which now appears to have been wilfully false, our client suffered financial harm in the amount of **R300,000.00**, being the reasonable remuneration he would have received had he instead attended to his own business, *alternatively* affairs, and had not acted on the false representation made by yourselves.

6. Consequently, it is our instruction to demand payment from you, as we hereby do, in the amount of **R 1,255,107.96 (ONE MILLION, TWO HUNDRED AND FIFTY-FIVE THOUSAND, ONE HUNDRED AND SEVEN RAND AND NINETY-SIX CENTS)** in respect of the financial loss suffered by our clients, together with costs and interest yet to be quantified.

7. Unless we receive payment or you contact us to make payment arrangements within **10 (TEN)** days from date of receipt of this letter and proof of your payment be emailed

1 010 976 0053

1 087 809 6228

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082 769 4894 (after hours)

2 First Floor, Quadrum Building
No 4, Quadrum Office Park,
50 Constantia Boulevard,
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3 PostNet Suite 119
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S.C.

21

to tayla@hininc.co.za, we will have no alternative but to proceed with summons against you for the recovery of the said amount, as well as any other amount due by you, together with any legal costs incurred.

8. We trust however that drastic steps will not be necessary and that this matter will be resolved quickly and amicably. Please ensure payment is made into the following bank account and proof of payment is furnished to our offices:

Account: D H HINRICHSEN ATTORNEYS INC.
Bank: Standard Bank – Clearwater
Account Number: 410417041
Branch Code: 001206
Reference: PEX1/DSA1

9. Please note that the above is not to be seen as exhaustive of all of our client's rights and contentions in the above regard, all of which rights and contentions our client reserves the right to raise at the appropriate time and in the appropriate forum, should the need therefor arise.

10. We trust you find the above in order and await your response in due course.

Yours Faithfully,

HINRICHSEN ATTORNEYS INC.

(Electronically forwarded and consequently unsigned)

1 010 978 0053

1 087 809 6228

EMERGENCY CONTACT

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SC

17/08/2022

Morning! 7:59 am ✓✓

I see Roman did a Morning shot on the Unlawful Entry Bill ...
not one mention of DearSA.
His allegiance is clear.

8:00 am ✓✓



[Audio transcription of voice message]

8:04 am



[Audio transcription of voice message]

8:06 am



Shouldn't be any costs from Leigh, she hasn't done
anything as yet – the staging site is a live document.

We've had that chat with Roman on several occasions – I'm
not willing to have it yet again as clearly it won't make any
difference. I'm putting forward a proposal to retrench him
on Friday.

8:09 am ✓✓

SR

P O Box 670

Olivedale

2158

AFFADAVIT

I, Erika Levine, hereby state under oath, that I attended a meeting @ 14h00 on the 27th of May 2021 at 22 Saleha, Katode Street, Radiokop.

Rob Hutchinson, Ramon Cabernac, Les Bridges and I attended the meeting and discussed the accounting and financial processes for the new Dear South Africa organisation.

It was agreed at the meeting that I would write up the books for both the Pty Ltd and the NPC companies and Les Bridges would continue in his role and process the monthly payrolls as well as prepare the Annual Financial Statements and attend to all the Income Tax affairs of both entities.

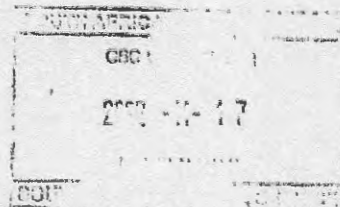
Rob Hutchinson had used and was continuing to use his own personal funds to fund both companies and it was agreed, by all present, that Rob Hutchinson was to provide Les Bridges with a detailed schedule of these expenses, in order for these expenses to be accounted for via a loan account, in the books of both companies and that Rob Hutchinson would be refunded for these expenses when the new companies were in a financial position to do so.

Signed at Douglasdale on the 17 day of November 2022.

Erika Levine

ERIKA LEVINE

[Signature]
COMMISSIONER OF OATHS
PRELIMINARY BY VERIFIED
CHIEF TOMAS AND DEANUS DAVIE
DEANUS DAVIE
Captain



[Handwritten marks]

WhatsApp: directors group

[2:26 pm, 02/11/2022] Roman Cabanac: Hey Rob - please cancel all auto payments to: Shutterstock, Facebook, Jerm Warfare and News24

[2:28 pm, 02/11/2022] DearSAfrica: I shall do ... all except Shutterstock

[2:31 pm, 02/11/2022] Roman Cabanac: We agreed to cancel it all - just for 3 months Rob.

[2:31 pm, 02/11/2022] Chloe Castle: I think we're going to have to find a temporary way around the images because that R3500 per month. I didn't include Shutterstock's fees. Is there a chance that we can use Canva or something free instead for a short period?

[2:31 pm, 02/11/2022] Roman Cabanac: If you want pics, I am more than happy to create some with Canva

[2:31 pm, 02/11/2022] Chloe Castle: Oh sorry! I'm duplicating feedback ☹️

[2:31 pm, 02/11/2022] DearSAfrica: cool cool

[2:32 pm, 02/11/2022] Chloe Castle: Thanks Rob, sorry to have to make crunches everywhere. It's not going to be forever ☹️

[2:42 pm, 02/11/2022] DearSAfrica: Not sure how to cancel News24 ... who signed up to it?

[2:42 pm, 02/11/2022] Roman Cabanac: No idea - not moi

[2:46 pm, 02/11/2022] Chloe Castle: Eish me neither ...

[4:07 pm, 02/11/2022] Chloe Castle: Thoughts on the wording? I'm compiling content to email the NGO's for advertising opportunity on the website

[4:42 pm, 02/11/2022] Roman Cabanac: I like it Chloe

[4:46 pm, 02/11/2022] DearSAfrica: Can't see the message

[4:47 pm, 02/11/2022] Chloe Castle: I'm going to forward the test mail -I'm just using sendinblue for ease of use for small data batches (it's free).

[4:48 pm, 02/11/2022] DearSAfrica: What test Mail?

[4:48 pm, 02/11/2022] Chloe Castle: For the ngo advertising marketing

[4:49 pm, 02/11/2022] Chloe Castle: I've sent you all a test mail for inputs please.

[4:49 pm, 02/11/2022] DearSAfrica: Why use SendinBlue?

[4:49 pm, 02/11/2022] Chloe Castle: Because I can't set it up in anything else. I've had to manually build the data and I can't use any other platform that DearSA has...

[4:57 pm, 02/11/2022] Chloe Castle: If we can send it through our platform but tomorrow then I will be very grateful. I just genuinely don't have a place to create content.

[5:05 pm, 02/11/2022] DearSAfrica: I don't think this has been thought through properly. What exactly is the offer?

[5:05 pm, 02/11/2022] Chloe Castle: Visibility on the website and income for DearSA in return

[5:06 pm, 02/11/2022] Chloe Castle: You're welcome to revise but it's the same offering we discussed two weeks ago for new revenue.

1. continues ...

5. C

DA

[5:11 pm, 02/11/2022] DearSAfrica: Can we draft a resolution stating that I will be the first creditor paid please.

[5:37 pm, 02/11/2022] DearSAfrica: And in full.

[5:48 pm, 02/11/2022] DearSAfrica: Also, this resolution for the moratorium on expenses is poorly drafted.

1. No mention of timeframe
2. Should be reviewed monthly
3. Can be lifted / remains in place under what measurable criteria?

It's completely open-ended. And quite honestly, detrimental to the future of DearSA.

[5:50 pm, 02/11/2022] Roman Cabanac: It's a stop gap measure as we discussed yesterday. Resolution will be overwritten when we have a surplus.

[5:51 pm, 02/11/2022] DearSAfrica: No such thing as a stop gap board resolution Roman.

[10:07 am, 03/11/2022] DearSAfrica: now please

[10:10 am, 03/11/2022] Roman Cabanac: Hi Rob - have a very busy day with back to back meetings. Happy for you to draft it and we can negotiate the repayments.

[10:18 am, 03/11/2022] DearSAfrica: shall do

[10:19 am, 03/11/2022] DearSAfrica: @Chloe Castle Please send me all the proposals done and delivered to date

[10:29 am, 03/11/2022] Chloe Castle: 100%. What is it that you would like to know?

[11:50 am, 03/11/2022] DearSAfrica:

1. Institution we've sent to,
2. Individual contacted
3. date of delivery
4. responses received
5. a copy of the proposal.

[0:02 pm, 03/11/2022] Chloe Castle: :))

[5:40 pm, 03/11/2022] DearSAfrica: Please send me all employment contracts.

[7:01 pm, 03/11/2022] DearSAfrica: ASAP

[6:38 am, 04/11/2022] DearSAfrica: Could I have the requested proposals and contracts by 12 please.

[0:22 pm, 04/11/2022] DearSAfrica: ?

[0:23 pm, 04/11/2022] DearSAfrica: A simple request.

[0:30 pm, 04/11/2022] DearSAfrica: To say I'm fucking pissed off would be an understatement.

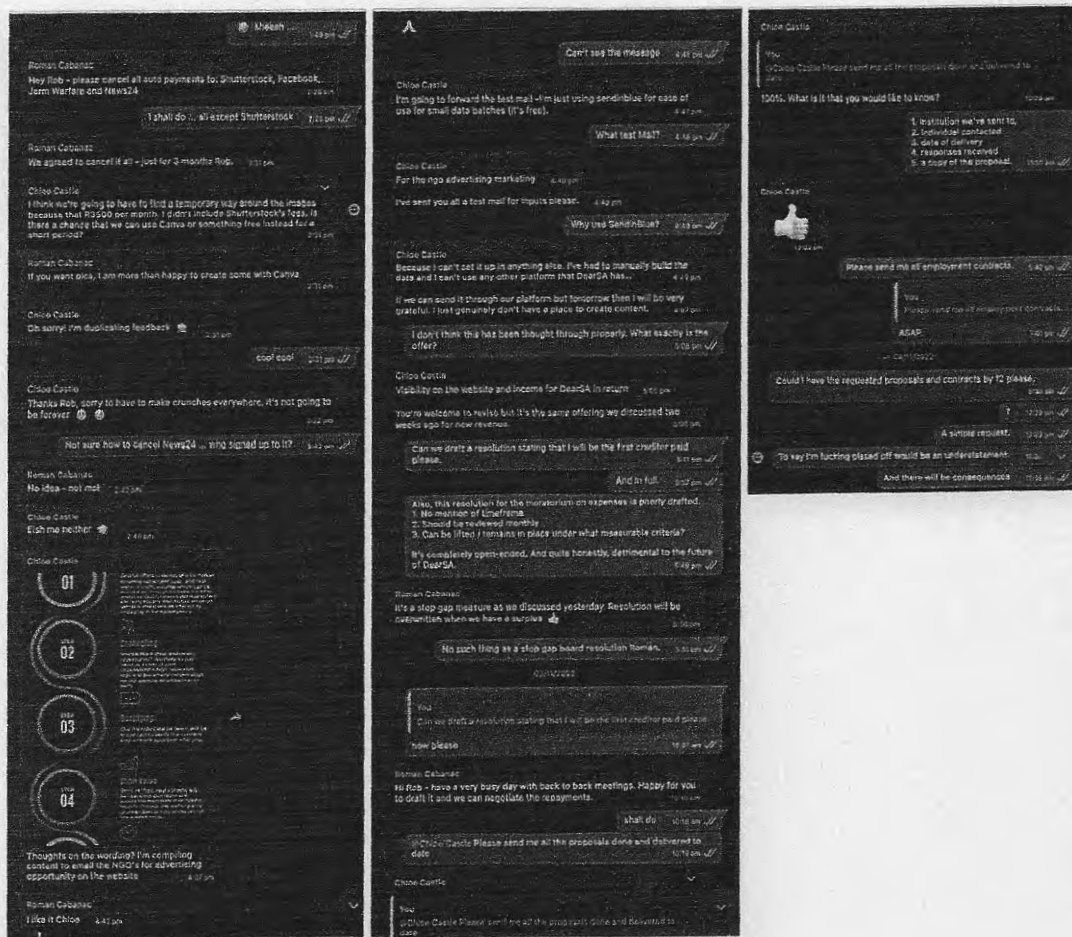
[0:32 pm, 04/11/2022] DearSAfrica: And there will be consequences

NO FURTHER COMMUNICATION

2. continues ...

S.C. 

WhatsApp: directors group



3. ends.

NOTICE OF DISCIPLINARY HEARING AND MEMBERS' MEETING

Employer: DEAR S AFRICA
Employee/Director: ROB HUTCHINSON
Designation: DIRECTOR/EMPLOYEE
Date issued 4 NOVEMBER 2022

CHARGES

In terms of section 71(2) of the Companies Act as well as the Labour Relations Act, you are hereby charged with the following acts of misconduct in your position as a Director as well as an employee of DearSAfrica NPC:

1. Breach of the company policy with regards to the migration of the DearSA trademarks without any consent from any of the other Directors of the organization. The removal of 14 trademarks through Waldeck Attorneys which reflects the first payment processed on 3 May 2022. This notion has not been resolved upon nor approved by any Directors of DearSA. This includes the registration of the expert coalitions which are setup to work as a complimentary lobby group within the DearSA framework.
2. Unauthorised expenditure for the migration of these trademarks paid for out of the DearSA NPC account, namely:
 - 2.1. Waldeck Attorneys – 3 May 2022 (R14,512.00) INV5854
 - 2.2. Waldeck Attorneys – 2 June 2022 (321.50)
 - 2.3. Waldeck Attorneys – 19 July 2022 (R18,889.00) INV6432
 - 2.4. Waldeck Attorneys – 31 August 2022 (R321.50)
 - 2.5. Waldeck Attorneys – 26 September 2022 (R16,300.50) INV6701
 - 2.6. Waldeck Attorneys – 30 September 2022 R321.50) INV6721
 - 2.7. Pending Invoice INV6701 – 2 September 2022 (R13 750.00) for 'drafting assignment and substitution documents in re 14 trademark applications (from DearSA to Rob Hutchinson)'

Total: R64,416.00
3. Breach of the Sub-Grant Contract signed into with European Partnership for Democracy in respect of section 5 of the agreement pertaining to the Intellectual Property Rights as part of the funding initiative awarded to DearSA in May 2022. The processing of any DearSA related trademarks to a personal capacity is unlawful and unauthorized. The organization may be financially jeopardized due to this misconduct.
4. Dishonesty and uncooperative conduct resulting in a permanent break down in trust amongst the Board of Directors and the members of DearSAfrica NPC.

SC

5. Failure to uphold the fiduciary responsibility as a Director of Dear South Africa as a result of this misconduct.
6. Concealment of Intellectual Property and the attempted transfer of the DearSAfrica NPC trademarks which amounts to misconduct.
7. Unverified and unapproved expenditure on DearSA's NPC account, which is of personal nature, items referenced:
 - 7.1. Electrical Wholesalers – 21 April 2022 (R18,450.00)
 - 7.2. UberEats – 23 April 2022 (R417.39)
 - 7.3. Naked Insurance – 27 May 2022 (R196.90)
 - 7.4. Naked Insurance – 4 June 2022 (R763.00)
8. Creating a hostile and toxic working relationship between directors and members.
9. Creating a hostile and toxic work environment between DearSAfrica NPC and its suppliers and service providers.

S.C



HEARING DETAILS

You are hereby instructed to attend a disciplinary inquiry to be held at:

Place: ONLINE MEETING

Date: 21 NOVEMBER 2022

Time: 10:00 AM

Please take note that a disciplinary enquiry by a disciplinary tribunal will be to investigate the alleged misconduct.

Moreover, kindly note that on 21 November 2022 a members' meeting of DearSAfrica NPC will be held and notice is hereby given thereof. At the hearing a resolution for your removal as director of DearSAfrica NPC will be considered. Kindly see attached the draft proposed resolution.

INTERIM SUSPENSION

You are hereby suspended with immediate effect (4 November 2022).

You are required to refrain from committing any further acts of misconduct during your suspension pending the outcome the disciplinary hearing. It is reiterated that should you be found guilty of having committed any further act of misconduct with respect to DearSA, dismissal may result. You must not rely on the expiry of this suspension notice to commit further acts of misconduct on relative safety from being dismissed because the expiry of this notice may not afford such protection.

Moreover, kindly note that pending the finalization and outcome of this disciplinary process you are prohibited from:

1. Using any DearSAfrica NPC email accounts.
2. Contacting service providers of DearSAfrica NPC.
3. Engaging in any public interviews on behalf of DearSAfrica NPC.
4. Blocking or restricting access of the DearSAfrica NPC bank accounts.
5. Blocking or restricting access of the DearSAfrica NPC CRM.
6. Blocking or restricting access to the DearSAfrica NPC email servers, domains or any other platforms used and owned by DearSAfrica NPC.
7. Engaging in any further conduct which is detrimental to the proper functioning of DearSAfrica NPC.

SIC



Please note that by signing this notice you acknowledge receipt thereof and that the content has been explained to you.

Employee/director

Date: 4 NOVEMBER 2022

RA Cabanac

Employer Representative

Date: 4 NOVEMBER 2022

Should the employee refuse to sign, a witness must sign attesting to the fact that the notice was properly issued and explained.

Chloe Castle

Witness: name and surname

[Signature]

Witness: signature

PLEASE NOTE THE FOLLOWING:

1. The alleged misconduct constitutes a serious breach of the policies and rules of DearSAfrica NPC and may justify the sanction of dismissal if you are found guilty of misconduct with which you are charged. You are instructed to attend the hearing and exercise your rights at the enquiry, failing which it will proceed in your absence. Any unjustified failure to attend the enquiry will not be condoned by management and further disciplinary action may be taken on this ground. Should you fail to attend the said hearing, same will proceed in your absence.
2. You have the right to:
 - 2.1. be assisted by an employee / shop steward / union official of your choice who is prepared to represent you;
 - 2.2. confer with your representative before, during and after the hearing;
 - 2.3. examine any documents pertaining to the case which may be presented at the hearing. Please complete the Procedural Application form, as soon as possible if there is any information you wish the Employer to divulge regarding the alleged offences;
 - 2.4. question the Employer's witnesses during the hearing.
 - 2.5. present your own evidence;
 - 2.6. call witnesses. If your witnesses are employed by the Employer please complete the Procedural Application form at least 24 hours before the hearing to secure the presence of your witness.
 - 2.7. an interpreter. Please complete the Procedural Application form at least 24 hours before the inquiry if you require an interpreter.
3. Should you need more time to prepare for the disciplinary inquiry please complete the Procedural Application form at least 24 hours before the inquiry.
4. Should you be found guilty, you have the right to present evidence in mitigation. Your previous disciplinary record will also be considered.
5. Failure to attend could result in an adverse inference being made and the hearing will be held in your absence. You will be informed in writing by registered mail, personal delivery or via electronic media of the outcome of the hearing, which may include dismissal.

SC *[Signature]*



Ground Floor
158 Jan Smuts Offices
9 Walters Street
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2196

Tel: +27 (0) 11 480 8687
Fax: +27 (0) 86 416 1551
Email: audacious@mvmtnco.co.za
<http://www.mvmtnco.co.za>

17 November 2022

Our Ref: HUT001-HV

DEAR SAFRICA NPC
Bel Air Shopping Centre
North Riding
Johannesburg
Gauteng
2169

Attention: Dear South Africa Management

By Email: gideon@dearsouthafrica.co.za; roman@dearsouthafrica.co.za &
chloe@dearsouthafrica.co.za

Dear Sir/Madam,

RE: ROBERT NORMAN HUTCHINSON // DEAR SAFRICA NPC

1. We wish to record that we act on behalf of Robert Norman Hutchinson ("our client").
2. To this end, we refer to the notice of disciplinary hearing and notice of a members' meeting, issued to our client on 4 November 2022 ("notices").

Directors: H Valentine BA, LLB, LL.M. S Valentine LLB, AIPSA Diploma in Insolvency Law. Senior Associate: A T Dzinouya LLB, LL.M. Associate: A Nkosi LLB. Consultants: K Moja LLB, LL.M. Postgraduate Diploma in Tax. C Britain LLB, LL.M (cum laude), S Ndamase LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/390182/21, VAT no: 4440275651

Handwritten initials and a signature.

3. Our instructions are that our client is one of the founding incorporators and directors ("management") of Dear SAfrica NPC ("Dear SA"). Regrettably, a dispute has arisen between the members of management, which has resulted in our client receiving the notices.
4. It is no coincidence that the notices were issued immediately after our client - in his capacity as the chairperson and a director of Dear SA - reviewed the performance of his fellow directors, and pursuant to our client - in his personal capacity - requesting assurances that the R800,000.00 (eight hundred thousand rand and nil cents) that he has loaned Dear SA will be repaid.
5. It appears to our client that the disciplinary notice is a desperate attempt by certain members of management to oust our client from Dear SA to avoid consequences of their own incompetence, avoid repaying the money loaned to Dear SA by our client, and hijack the business.
6. It is for the above, and following, reasons that our client believes that the disciplinary hearing is an abuse of Dear SA's resources, when he is not guilty of the purported conduct you have charged him with, in that:
 - 6.1. The first charge is a blatant falsity as the trademarks that are alleged to have been 'migrated' by our client from Dear SA remain assigned to Dear SA, and not to our client or any other entity.
 - 6.2. The second charge is a clear indication of the incompetence and ignorance of the actual affairs of Dear SA by the management. The trademarks belonged to our client, and he assigned them to Dear SA, to and for the benefit Dear SA. It is the same trademarks that the management is jealously guarding and falsely accusing our client of illegally migrating.
 - 6.3. The third charge has been dealt with somewhat in isolation from the aforesaid charges, and the remaining charges lack any particularity that would assist in our client in even comprehending the nature of same.

Directors: H Valentine BA, LLB, LLM, S Valentine LLB, AIPSA Diploma in Insolvency Law, Senior Associate: A T Dzinouya LLB, LLM, Associate: A Nkosi LLB, Consultants: K Moja LLB, LLM, Postgraduate Diploma in Tax, C Britain LLB, LLM (cum laude), S Ndamase LLB, Postgraduate Certificate, Banking and Financial Markets, N Dlamini BComm, LLB.

Registration no: 2016/390182/21, VAT no: 4440275851

Handwritten signature and initials in the bottom right corner of the page.

7. We are therefore instructed to request, as we hereby do, that management immediately withdraw the charges levelled against our client and retract the disciplinary notice.
8. Our client proposes that the board thereafter convene a meeting to resolve the dispute between the members of management, alternatively, refer a dispute for mediation chaired by an independent party.
9. If our client's request is rejected, our instructions are to represent our client at the enquiry, and vigorously defend the fabricated and contrived charges levelled against him.
10. If you fail to accede to our client's request, we require the following information to enable us to adequately prepare our client for the disciplinary enquiry:
 - 10.1. The details of the chairperson of the enquiry;
 - 10.2. The details of the complainant and evidence-leader on behalf of Dear SA;
 - 10.3. An indexed and paginated bundle of evidence to be relied upon by Dear SA at the disciplinary enquiry, including all relevant policies and procedures; and
 - 10.4. A list of Dear SA's witnesses and their statements, if any.
11. Our client takes the interests of Dear SA exceptionally seriously, and hence, he assigned his personal trademarks to Dear SA and loaned Dear SA a sum of R800,000.00 (eight hundred thousand rand and nil cents) to fund its operations, which loans were repayable on demand.
12. Our instructions are to demand immediate repayment of the loans if this matter is not resolved amicably.
13. Whilst our client assigned his trademarks to Dear SA, he owns the copyrights in the following intellectual property that is currently being utilized by Dear SA:

Directors: H Valentine BA, LLB, LL.M, S Valentine LLB, AIPSA Diploma in Insolvency Law, Senior Associate: A T Dzinouya LLB, LL.M, Associate: A Nkosi LLB, Consultants: K Moja LLB, LL.M, Postgraduate Diploma in Tax, C Britain LLB, LL.M (cum laude), S Ndamase LLB, Postgraduate Certificate, Banking and Financial Markets, N Dlamini BComm, LLB.

Registration no: 2016/390162/21, VAT no: 4440275651

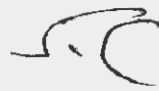
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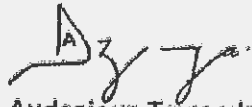
- 13.1. The dearsouthafrica.co.za domain.
- 13.2. The dearsafrica.org domain.
- 13.3. The dearsa.org.za domain.
- 13.4. All the systems, installations, technological development on the domains, as well as, all data generated on those systems and platforms, and any other domain or system.
14. The implication of the above is that our client has a clear right in the intellectual property and Dear SA cannot interdict our client from utilizing the property. In fact, our client as the owner of the intellectual property may demand that those individuals purporting to act for Dear SA and/or any of the management, cease and desist from utilizing his intellectual property.
15. Whilst this is not ideal, our client will act accordingly.
16. Our client has instructed us to convey that he does not however believe that there is an irretrievable break down in the relationship and is confident that this matter can be resolved amicably in order that Dear SA can continue with its philanthropic purpose.
17. Our client trusts that no further legal action will be necessitated and that the aforesaid request will be agreed to.
18. Should an amicable resolution not be agreed to, then and in that event the contents of this letter must not be construed as being exhaustive of the dispute, and our clients' rights remain strictly reserved.
19. We await your response by close of business tomorrow, Friday the 18th of November 2022.

Directors: N Valentine BA, LLB, LL.M. S Valentine LLB, AJPSA Diploma in Insolvency Law. Senior Associate: A T Dzinyaya LLB, LL.M. Associate: A Nkosi LLB. Consultants: K Moja LLB, LL.M, Postgraduate Diploma in Tax. C Britain LLB, LL.M (cum laude), S Ndamase LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

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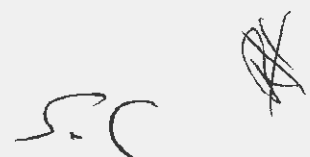
Yours faithfully,



Audacious Tawanda Dzinouya
Senior Associate

Directors: H Valentine BA, LLB, LL.M. S Valentine LLB, AIPSA Diploma in Insolvency Law. Senior Associate: A T Dzinouya LLB, LL.M. Associate: A Nkosi LLB. Consultants: K Moja LLB, LL.M, Postgraduate Diploma in Tax. G Britain LLB, LL.M (own issue), S Ndumase LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/390182/21, VAT no: 4440275651



18 November 2022

MVMT ATTORNEYS

Ground Floor
158 Jan Smuts Offices
9 Walters Street
Rosebank
2196

Email: audacious@mvmting.co.za

Dear Sir/Madam,

RE: DEARSAFRICA NPC / ROBERT NORMAN HUTCHINSON

1. We refer to your letter dated 17 November 2022.
2. Kindly note that DearSAfrica NPC does not at this stage intend to respond to each allegation raised in your letter under reply nor does it intend to litigate this matter through correspondence. Failure to do so should not be construed as an admission to the correctness of any of the allegations raised in your above mentioned letter. We reserve our right to respond thereto at the appropriate time and forum.
3. Your client's "*reasons that [he] believes that the disciplinary enquiry is an abuse of Dear SA's resources*" can be fully ventilated at the members' meeting and disciplinary enquiry scheduled for Monday 21 November 2022.
4. We hereby record the following:
 - 4.1. That your client was duly notified of the members' meeting and disciplinary enquiry and that both these meetings will proceed on Monday 21 November 2022. We highlight that the members' meeting will first take place and thereafter the disciplinary enquiry. For ease of reference, we attach hereto the proposed members' resolution to be discussed at the members' meeting as **Annexure A**.

S.C





- 4.2. That no decision by the members' of DearSAfrica NPC has been taken regarding your client's position as director of the company.
- 4.3. That no decision has been taken regarding your client's employment with DearSAfrica NPC.
- 4.4. That your client will be provided with the fair opportunity to respond to both the members' complaints as well as the disciplinary charges against him.
5. Moreover, we record that your client's request to be legally represented at both the members' meeting as well as the disciplinary enquiry is rejected. This decision is based on the following factors:
 - 5.1. That the members' meeting is not disciplinary in nature and is a meeting schedule for the attendance of the members of DearSAfrica NPC only.
 - 5.2. That the common law applies that a person does not have an absolute right to be legally represented before tribunals other than courts of law - and a disciplinary enquiry is not a court of law - it is a civil internal process.
 - 5.3. It is in the interest of parity between the parties and fairness that your client not be allowed legal representation when DearSAfrica NPC will also not be legally represented at the disciplinary enquiry. Moreover, none of the directors are admitted attorneys nor do they have experience in labour law. Consequently, DearSAfrica NPC would be prejudiced should it accede to your client's request.
 - 5.4. The charges against your client are not factually nor legally complex.
 - 5.5. The consequences of an adverse finding are not novel.
6. Lastly, herewith the information regarding the disciplinary enquiry as requested:
 - 6.1. Chairperson of hearing: Adv. Louis Taljard of the Pretoria Bar.

S.C. 



6.2. Evidence leader of behalf of DearSAfrica NPC: Mrs. Chloe Castle

6.3. Attached hereto is the bundle to be used. However, we reserve the right to supplement this bundle should it become necessary.

6.4. List of witnesses: Roman Cabanac, Gideon Joubert, Chloe Castle and Ted Blom.

7. We trust that you and your client find the above in order.

Kind regards,

RA Cabanac
Roman Cabanac

Director at DearSAfrica NPC

S.C



Ground Floor
158 Jan Smuts Offices
9 Waiters Street
Rosebank
2196

Tel: +27 (0) 11 480 8887
Fax: +27 (0) 86 416 1551
Email: helu@mvmfinc.co.za
<http://www.mvmfinc.co.za>

20 November 2022

Our Ref: HUT001-HV

DEAR SAFRICA NPC

Bel Air Shopping Centre
North Riding
Johannesburg
Gauteng
2169

Attention: Dear South Africa Management

By Email: gideon@dearsouthafrica.co.za & roman@dearsouthafrica.co.za &
chloe@dearsouthafrica.co.za

Dear Sir/Madam,

RE: ROBERT NORMAN HUTCHINSON // DEAR SAFRICA NPC

1. Our letter of the 17th instant refers.
2. We have not had the courtesy of an acknowledgment of receipt or response to the letter.

Directors: H Valentine BA, LLB, LL.M, S Valentine LLB, AIPSA Diploma in Insolvency Law. Senior Associate: A T Dzinouya LLB, LL.M. Associate: A Nkosi LLB. Consultants: K Moja LLB, LL.M, Postgraduate Diploma in Tax. C Britain LLB, LL.M (cum laude), S Ndlovu LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/380182/21, VAT no: 4440275651

SJC

A handwritten signature in dark ink, appearing to be 'SJC' followed by a stylized flourish.

3. Additionally, our client has neither received a link to the online disciplinary hearing or members' meeting.
4. We again record that, if the intention is to proceed with the hearing, we require the following information to enable us to adequately prepare our client for the disciplinary enquiry:
 - 4.1. The details of the chairperson of the enquiry;
 - 4.2. The details of the complainant and evidence-leader on behalf of Dear SA;
 - 4.3. An indexed and paginated bundle of evidence to be relied upon by Dear SA at the disciplinary enquiry, including all relevant policies and procedures; and
 - 4.4. A list of Dear SA's witnesses and their statements, if any.
5. Furthermore, our client requires the agenda and draft resolutions for the proposed member's meeting.
6. Your failure to provide this information, more than two weeks after serving the notices on our client, has and continues to severely prejudice our client and this will be brought to the attention of the relevant forum, in due course.
7. We urge you to take legal advice and act responsibly, to avoid attracting punitive, personal costs orders in future.

Yours faithfully,



Heinrich Valentine
Managing Director

Directors: H Valentine BA, LLB, LL.M. S Valentine LLB, AIPSA Diploma in Insolvency Law. Senior Associate: A T Dzinzouya LLB, LL.M. Associate: A Nkosi LLB. Consultants: K Moja LLB, LL.M. Postgraduate Diploma in Tax. C Britain LLB, LL.M (cum laude), S Ndandase LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/390182/21, VAT no: 4440275651

S.C. 

From: Hein Valentine (MVMAT Attorneys) <hein@mvmatinc.co.za>

Sent: 21 November 2022 10:57

To: Dear South Africa <roman@dearsouthafrica.co.za>

Cc: Chloe Roberts <chloe@dearsouthafrica.co.za>; Gideon Joubert <gideon@dearsouthafrica.co.za>;

Audacious Dzinouya (MVMAT Attorneys) <audacious@mvmatinc.co.za>; Ayanda Nkosi (MVMAT Attorneys) <Ayanda@mvmatinc.co.za>

Subject: RE: Evidence Bundle

Dear Sirs,

Kindly let us/our client have the link to the Members Meeting. We note that the Disciplinary Enquiry meeting has been terminated.

Regards,

Hein

52



ANNEXURE RH20

Account Information

Help

Note: Passwords are not included. Please keep your own record.

web@wonsouthafrica.co.za

Email Info: rob@wonsouthafrica.co.za

[Edit]

☒ Tick actions to be created using the Check-boxes.

[Getting Started]

Domain Details

Domain: wonsouthafrica.co.za

Activated: 11.02.18

Account Type: Master

Status: Ready

Hosting Location: South Africa

Billing: Debit Order/1 Month

5.5



Payment notification

This document serves as confirmation that the following payment has been made.

Payment amount: R35 521.00
Actioned on: 09 November 2022 at 13:31
Notification reference: 245989325034
Payment type: Normal EFT

Recipient details

Name: Waldeck
Bank: STANDARD BANK
Account number: 252718690
Branch number: 051001
Reference: C01589

Regards

TymeBank

TymeBank
Stamp
15 November 2022
Branch 078810

How long do EFT payments take?

All EFTs to TymeBank accounts are immediate. Normal EFTs to other banks can take anywhere between a few hours and 2 working days to reflect, and immediate EFTs to other banks can take up to 30 minutes to reflect in the receiving account.

TymeBank to TymeBank	--	Immediate
Immediate EFT to other banks	--	Within 30 minutes
Normal EFT to other banks	Mon - Fri before 4:30 pm	Within 24 hours
	Saturday before 11:30 am	
	Mon - Fri after 4:30 pm	Next working day
	Sundays and public holidays	

A working day is any Monday, Tuesday, Wednesday, Thursday, Friday or Saturday that is not a public holiday.

5.0



Minuted Outcome of the draft Board Resolution

21 November 2022

This draft resolution to remove Robert Norman Hutchinson as Director of Dear S Afric with immediate effect was presented to the four (4) Directors of DearSAfric held in a Zoom virtual meeting at 11:30am on 21 November 2022, herein with the following findings:

VOTE

1) Mr. Roman Cabanac

~~For~~	Against	Abstain
----------------	---------	---------

2) Mrs. Chloe Castle

~~For~~	Against	Abstain
----------------	---------	---------

3) Mr. Rob Hutchinson

For	Against	~~Abstain~~
-----	---------	--------------------

4) Mr. Gideon Joubert

~~For~~	Against	Abstain
----------------	---------	---------

This is a true representation of the minutes of the meeting.

Specimen Signatures of authorised Signatory

GD Joubert

GD Joubert (Nov 21, 2022 16:10 GMT+2)

S.C

[Signature]



For the Organisation,

Name: Gideon Joubert

Designation: Director (Chairman of this meeting)

Date: 21 November 2022

S.C

DearSA - 21 November 2022 (Draft Resolution_Outcome)

Final Audit Report

2022-11-21

Created:	2022-11-21
By:	RA Cabanac (roman@dearsouthafrica.co.za)
Status:	Signed
Transaction ID:	GBJGHBCAABAAfGmsRtkOUmhmlLaGCwhlFR11YbIgYskt

"DearSA - 21 November 2022 (Draft Resolution_Outcome)" History

-  Document created by RA Cabanac (roman@dearsouthafrica.co.za)
2022-11-21 - 12:57:24 PM GMT
-  Document emailed to gideon@dearsouthafrica.co.za for signature
2022-11-21 - 12:57:47 PM GMT
-  Email viewed by gideon@dearsouthafrica.co.za
2022-11-21 - 2:09:45 PM GMT
-  Signer gideon@dearsouthafrica.co.za entered name at signing as GD Joubert
2022-11-21 - 2:09:58 PM GMT
-  Document e-signed by GD Joubert (gideon@dearsouthafrica.co.za)
Signature Date: 2022-11-21 - 2:10:00 PM GMT - Time Source: server
-  Agreement completed.
2022-11-21 - 2:10:00 PM GMT



Adobe Acrobat Sign

S.C. 

PRIVATE RECORDING

ZOOM VIRTUAL MEETING

DATE: 2022/11/21

MEMBERS' MEETING

RESOLUTION: DEAR SA

CHAIRPERSON

: MR G JOUBERT

ATTENDEES

: MR CABANAC

: MR HUTCHINSON

: MS CASTLE



DIGITAL AUDIO RECORDING
TRANSCRIPTIONS

1273 Storey Street, Queenswood, Pretoria, 0186
012 940 6821

S.C.

TRANSCRIBER'S CERTIFICATE

This is to certify that, insofar as it is audible, the foregoing is a true and correct transcript of the proceedings recorded by means of a mechanical recorder in the matter of:

PRIVATE RECORDING

CASE NUMBER : MEMBERS' MEETING

RECORDED AT : ZOOM VIRTUAL MEETING

DATE HELD : 21 NOVEMBER 2022

TRANSCRIBER : SUNEE RAUTENBACH

PAGES : 11

REPORT ON RECORDING

1. Names not supplied have been spelt phonetically.
2. On occasion parties were not speaking into the microphone and were indistinct/inaudible.



DIGITAL AUDIO RECORDING TRANSCRIPTIONS

1273 Storey Street, Queenswood, Pretoria, 0186
012 940 6821

S.C.

PROCEEDINGS HELD ON 21 NOVEMBER 2022

CHAIRPERSON: Okay. Chloe has joined us. Right thank you all for being here. I am Gideon Joubert, I am chairing this ordinary internal members' meeting of Dear SA. We are here to discuss the resolution as follows. I am just going to populate it on the screen for the attendees' benefit. One second.

MR CABANAC: Sorry, Chairman, may we just stand for two minutes quickly.

10 CHAIRPERSON: We can.

AT ADJOURNMENT

ON RESUMPTION

CHAIRPERSON: Okay, apologies I just need to get the latest resolution just up on the screen. I just must mention Mr Valentine, we will be making the recording available at your request if you would like it, of this members' meeting and after discussion with my fellow directors we will just be holding this one internally so unfortunately, I will be
20 removing you at the moment but please feel free to reach out for that recording. We will make it available.

MS BENSON: That is fine, if you could just send us the recording pursuant to the closure of the meeting.

CHAIRPERSON: Absolutely, we will gladly do that.

MS BENSON: Thanks, have a good day.

5-C



CHAIRPERSON: Goodbye. Okay, let us start again.

Good morning, everyone, thank you for being here. I am Gideon Joubert I will be chairing this ordinary members meeting of the Dear SA Board. There is only one item on the agenda, it is the draft Board Resolution on the screen at the moment as follows, draft Board Resolution certified true copy on the resolution passed at the time of the meeting of the Board of Directors of Dear SA held on 21 November 2022 at a virtual meeting on Zoom from 10:00 until 10:30.

- 10 It will be amended due to it just running a little bit over on this current platform due to meetings earlier this day and it is hereby resolved that the members remove Robert Norman Hutchinson, as director of Dear SA, with immediate effect and we will be discussing this resolution and then at the end of the discussion of the resolution we will be voting on it. So without any further delay I am just going to start working through all of the directors for their inputs. I will tender my inputs last and we will be going from left to right. I am going to start first with Roman Cabanac, then I will
- 20 continue with Ms Chloe Castle and then Robert Hutchinson and then last I will render my input. So Roman, I am going to hand over to you for your inputs pertaining this discussion and we will continue from there.

MR CABANAC: Thank you very much, Chair, so we are discussing the potential removal of Mr Hutchinson from

S.C. 

Dear SA based on the evidence that we have collected. Unfortunately, I do not see any other mechanism to use other than to remove Mr Hutchinson from the Board with immediate effect. I feel the relationship has broken down completely and I feel that there has been quite a bit of behaviour that is unbecoming of a director of a company and therefore I support the resolution.

CHAIRPERSON: Okay. Thank you, Mr Cabanac, that is noted. Ms Castle, I am now going to give you opportunity to
10 tender your inputs.

MS CASTLE: Thank you, Chair, and just thank you for everybody's time today. I would just like to give a little bit of context leading up to the resolution in terms of the, what used to be a team. I feel also that this relationship amongst, and I am not speaking on behalf of the others but for myself, with Mr Hutchinson has definitely broken down irretrievably and this was not an intentional or premeditated motion as it has been portrayed. I know that this has come from personal discussions that the narrative has been
20 described as a hostile take over and it is certainly not the case. I would like to express deep disappointment that we have had to come across what we have had to come across and I personally would like to also state that I requested with Rob personally if I could run through the financial mandate of the organisation and the best interest of the

S.C



organisation as we are all aware of the financial distress within Dear SA. We have had litigation expenses. We have, this is not new to any of us here, maybe new for the remaining litigation members that are still here to uncover the different details but in terms of the context of the events leading up to this today, we have had more than one opportunity to resolve certain items and to receive cease and desist letter based on a, it is kind of like an olive branch but it is not really. We have had these opportunities

10 previously, we have called meetings particularly even on a Friday evening to discuss the concern of the financial nature and what has led further to this, is that there has not been transparency and I am very firm about this because personally we cannot work together if there is no transparency. In terms of the motion to remove Rob as a director it has not come lightly and the concern is in terms of what has led up to the decision for me personally is uncovering the Waldeck invoices. There have been multiple opportunities for Mr Hutchinson to advise what these costs

20 were for and I would like to reiterate that in our meeting on 1 November I had raised certain unallocated expenses of which Waldeck was there, was a couple of the items of substantial value in terms of in the excess of 20 to R60 000. Now the status around this and the feedback, I would like to remind everybody was that, no, Rob would then cover those

S.C. 

costs personally. That is not an answer as to why they are on the NPC and further to that Roman has enquired on the WhatsApp group, what are the Waldeck Attorney invoices for, or what are they, can we have copies of them. We were never, never allowed to see the copies that is why I requested them because as part of the NPC budget forecast, it was necessary. And to our horror and dismay it came that the trademarks were to be removed into to Rob's personal name. I would like to further from this come back
10 to why this is now time consuming that what is an NPC, it is defined as:

"A company incorporated for public benefit, object or an object relating to one or more cultural or social activities or communal group interests. And the income and property of an NPC may not be distributable to its members or directors or its incorporators, officers or related persons."

20 This for me is critical as a member that has been part of Dear SA, not only now but prior to this, it has been a few years. And this is not how an NPC should run. The trust has broken down and I do not feel that without the transparency this is defrauding, an attempts to defraud because we have intercepted it, in my view, that is how I

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~~SC~~

see it. It is not helpful in the fiduciary responsibilities of a director, it is not acting in the best interest of the organisation either but rather in a personal attempt and again for personal acquirement and in terms of the hostility, this is the three remaining directors were not secretive, it was the opposite there was transparency noted and I would like to put that forward because it is by being secretive that we have come across this. And then the last item is reckless spending and gross negligence. We were aware of
10 financial concerns and further to that it was also put on the Real McCoy WhatsApp group, that we should be expending on other marketing opportunities and things when we rightfully know there is not money, we as directors cannot even pay our own salaries. So, for those reasons I will be supporting this resolution. Thank you, Chair.

CHAIRPERSON: Thank you, Ms Castle, that is noted and now I will give the floor to Mr Hutchinson to discuss the resolution and give his inputs.

MR HUTCHINSON: Good day, all. First of all, this meeting
20 has only been called for the sole reason to consider this one resolution which is to remove me and therefore it is not a standard meeting, obviously a special meeting. So, the proceedings and the entire process are floored and in that as my legal counsel did mention it is a hostile takeover of a non-profit disguised as a purported disciplinary and



members' meeting without doubt a premeditated outcome. And this meeting was obviously called in response to my attempts to performance manage the team and to recover my loans. The removal is without a doubt, as I said, premeditated and contrived and in addition I have had no access to resolutions authorising appointment of your legal counsel or that of Advocate Taljaard to litigate against me or to suspend me. And no opportunity was given to submit reasons why I should not be so suspended. You cannot or I
10 should say that I cannot be prejudiced and therefore incriminate myself in this members' meeting and if expected to defend myself later in a disciplinary inquiry. There are several people who are also conflicted in this, Daniel Eloff as an *ex officio* director of Dear SA, he is also conflicted in this matter and ja, a lot more. The meeting has definitely been called to negate the liability of Dear SA on to myself and yes, and then I shall remain in steadfast in what I do. I may have to advise you that court papers will be served to set aside this removal and this resolution and ja, there will
20 be action there. The, as Ms Castle has already mentioned, this is a non-profit company and in response please note that cost orders will be of your personal nature, not to place burden on the financially stressed non-profit company. And ja, I think that is about it and thank you.

CHAIRPERSON: Thank you, Mr Hutchinson, that is

Handwritten signature and initials in the bottom right corner of the page.

noted and as for the last inputs being my own, I am going to speak frankly and from the heart on the issue. It is a very disappointing and sad day. For me it is certainly not what I envisioned when I joined this organisation probably just over a year ago and I have to express extreme gratefulness for that opportunity to both Mr Hutchinson and Mr Cabanac for giving that to me. I think what sticks out to me particularly pertaining the journey that has gotten us to this point is, I was brought in to perform certain tasks and duties
10 at Dear SA. I was never granted the required permissions to adequately perform those duties and tasks and I think that is something that is pretty much across the board pertaining the other directors, hence the reason why an issue of performance management might be brought up, it is very difficult to perform if you are not given access to the relevant systems to do what you are supposed to do and I think that is a symptom of a lack of trust and transparency that was possibly present from the very beginning in this process. It reached the culmination I think after about the
20 second service provider cancellation that was done in a rather combative manner, the first being impact now which was not a good experience. The second being the temporary call centre in Port Elizabeth that we are still possibly fending off litigation from over the next three years. This placed me in a position where I, with the

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internal combativeness and the lack of trust and dare I say
culminating to a point almost of extreme and apocalyptic
nature, I considered strongly to eject myself from the
organisation and leave because I could not handle the
hostile work environment, the lack of trust, the
combativeness which again manifested in the last Board
meeting which was pretty much an emergency one where we
discussed the spending, where we all agreed to, what
needed to be done and within the space of 24 hours that fell
10 apart as well. So, my vote is in support of the draft
resolution, we will be continuing this process going forward
as is guided by the various parties legal counsels. On that
note with no further input to give, I thank you all for your
attendance. This recording will be made available to all
who need it and I adjourn the meeting until the next meeting
I believe on the 30th, which should be for the disciplinary.
Thank you all.

MEETING ADJOURNED

5-C



Ground Floor
158 Jan Smuts Offices
9 Waiters Street
Rosebank
2196

Tel: +27 (0) 11 480 8887
Fax: +27 (0) 86 416 1551
Email: helm@myvmtinc.co.za
<http://www.myvmtinc.co.za>

21 November 2022

Our Ref: HUT001-HV

DEAR SAFRICA NPC

Bel Air Shopping Centre
North Riding
Johannesburg
Gauteng
2169

Attention: Dear South Africa Management

By Email: gideon@dearsouthafrica.co.za & roman@dearsouthafrica.co.za &
chloe@dearsouthafrica.co.za

Dear Sir/Madam,

RE: ROBERT NORMAN HUTCHINSON // DEAR SAFRICA NPC

1. Our earlier engagements refer.
2. We are instructed by our client that the draft resolution annexed to your previous correspondences as Annexure A, to remove our client as a director of Dear Safrica NPC, was passed at the Members' Meeting held earlier today.

Directors: H Valentine BA, LLB, LLM, S Valentine LLB, AIPSA Diploma in Insolvency Law, Senior Associate: A T Dzineuya LLB, LLM, Associate: A Nkosi LLB. Consultants: K Moja LLB, LLM, Postgraduate Diploma in Tax, C Britain LLB, LLM (cum laude), S Ndamele LLB, Postgraduate Certificate, Banking and Financial Markets, N Dlamini BComm, LLB.

Registration no: 2016/360182/21, VAT no: 4440276661

S.E.

3. Although the draft resolution is silent on this issue, it appears that the purported removal of our client as a director was taken pursuant to the provisions of Section 71(3) of the Companies Act ("the Act").
4. However, in breach of that provision and before the resolution should have been considered by the board, the director concerned was not provided a statement setting out reasons for the proposed resolution, enabling him to prepare a response to the allegations and therefore denying him a reasonable opportunity to make a presentation, in person or through a representative (the latter of whom you denied access to during the meeting), before the resolution was put to a vote.
5. Additionally, our instructions are that you are in breach of the provision of Section 76 of the Act. Section 76(3) of the Act states that a director of a company, when acting in that capacity, must exercise the powers and perform the functions of a director:
 - 5.1. in good faith and for a proper purpose;
 - 5.2. in the best interests of the company; and
 - 5.3. with the degree of care, skill and diligence that may reasonably be expected of a person carrying out the same functions in relation to the company as carried out by that director, and having the general knowledge, skill and experience of that director.
6. By purporting to remove our client as a director before he has been found guilty of the same allegations of misconduct which he is to answer to at a disciplinary enquiry, postponed today to the 30th instant, is not only procedurally and substantively unfair and unlawful, but in breach of your duties as directors set out above.
7. For these reasons, inter alia, we are instructed to approach the High Court on an urgent basis to set aside the resolution of the board of Dear Safrica, reinstate our client as a director and pray for punitive costs orders against the directors of Dear Safrica, jointly and severally, in your personal capacities.

Directors: M Valentine BA, LLB, LL.M. S Valentine LLB, AIPSA Diploma in Insolvency Law, Senior Associate: A T Datsiouys LLB, LL.M. Associate: A Nkosi LLB. Consultants: K Mole LLB, LL.M, Postgraduate Diploma in Tax, & Britain LLB, LL.M (cum laude), S Ndame LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/390162/21, VAT no: 4440275651



8. Our counsel is currently attending to drafting the application, which will be served imminently. Our instructions are therefore to demand, as we hereby do, that the management of Dear Safrica refrain from making any media or public announcements regarding the unlawful removal of our client as a director, pending the finalization of the application, or to further publish allegations of wrongdoing on the part of our client to any third party and/or entity and/or supplier and/or members of the public, whether directly or indirectly.
9. Should you fail to heed this caution, and should our client suffer further reputational harm and/or prejudice as a result of your conduct, we are instructed to, in addition to the urgent application, issue summons¹ to recover damages from the directors of Dear Safrica in your personal capacities.
10. Finally, per your undertaking at the earlier members meeting, kindly furnish us with the recording of the meeting as a matter of urgency or before the close of business today the 21st of November 2022.
11. Our client's rights are reserved.

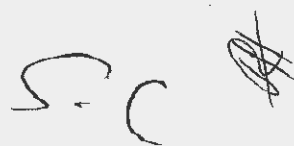
Yours faithfully,



Heinrich Valentine
Managing Director

Directors: H Valentine BA, LLB, LL.M. S Valentine LLB, AIPBA Diploma in Insolvency Law. Senior Associate: A T Dzinkunya LLB, LL.M. Associate: A Nkosi LLB. Consultants: K Moja LLB, LL.M. Postgraduate Diploma in Tax. C Britain LLB, LL.M (cum laude), S Ndumase LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/390182/21, VAT no: 4440276651





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Heuwel Avenue, Centurion, 0157
T: (012) 786 0885
E: pta@c-law.co.za
W: www.c-law.co.za

Our ref: Gildenhuys/MAT1031
Your ref: HUT001-HV

22 November 2022

MVMT ATTORNEYS
PER: MR. HEINRICH VALENTINE

VIA E-MAIL: hein@mvmtninc.co.za

Dear Sir,

ROBERT NORMAN HUTCHINSON // DEABSAFRICA NPC
RE: REMOVAL OF MR. RN HUTCHINSON AS DIRECTOR

We confirm that we appear on behalf of Dear S Africa ("our client") herein.

1. We refer to the above matter and specifically your letter addressed to our client dated 21 November 2022.
2. Our client takes note of the content of such letter and where any aspect thereof is not addressed herein, our client reserves its rights to do so at a later stage.
3. Our client denies that Mr. Hutchinson ("your client") was not provided with the necessary i) statement and ii) opportunity to prepare a response to the allegations and facts leading to a decision by the board of our client to resolve to remove him as a director of the company.
4. In this regard, we specifically refer to the notice provided to your client dated 4 November 2022 wherein the allegations are recorded. Subsequent hereto, your client did, in fact, via your offices make representations to the board in your letter to our client dated 17 November 2022, which submissions were duly considered in terms of the requirements of the Companies Act.
5. Your client was given a further opportunity to make submissions and/or representations at the members' meeting that took place on 21 November 2022 and whether it was prior to or after the preparing of a draft resolution for discussion is purely academic and irrelevant.
6. Pertaining to your statement that your client's representative was allegedly denied access to the meeting, we record that no agreement as to the allowance of legal representation of any of

Directors: Johan Cilliers LLB (UP) and Douw Gerbrand Gildenhuys LLB (UP)
Reg No: 2019/285201/21

In association with Cilliers & Associates Inc (Mossel Bay)

SC

A handwritten signature, possibly reading 'HVC', in dark ink.

the parties had been reached at such time. However, it is my instruction that our client consents to your client being represented in any and all procedures between the parties going forward and our client has therefore appointed our offices to similarly represent Dear S Africa.

7. We deny that our client at any time acted contrary to Section 76 of the Companies Act and upon a proper reading of the allegations made towards your client it becomes clear that the exact opposite is true. Our client at all times acted in the best interest of the company and in proper good faith with due diligence.
8. The statement that our client can or should only be removed as director after being found guilty at a disciplinary enquiry has no basis in law whatsoever. I refer yourselves to the content of the Companies Act pertaining to removal of directors in this regard, specifically Section 71 which your letter refers to. It is clear from the above that your allegation that your client was not given the proper opportunity to make representations, is simply untrue.
9. Finally, our client submits that the compiling and issuing of an urgent application is improper and should such application be made, it will be duly opposed by our client and a cost order will be sought against your client on an attorney and client scale – as our client has already been and will further be forced to incur unnecessary legal cost for no valid reasons.
10. We confirm that should such application indeed be issued, it is to be served directly on our offices via email at gerbrand@c-law.co.za and physically at the address recorded on our letterhead, and all further correspondence should be addressed to our office and not to our client directly.

We trust you find the above in order and reserve our client's rights herein.

Yours faithfully,



CILLIERS & GILDENHUYS INC
PER: GERBRAND GILDENHUYS

----- Forwarded message -----

From: Chloe Roberts <chloe@dearsouthafrica.co.za>

Date: Mon, Nov 14, 2022 at 12:36 PM

Subject: Dear South Africa: Feedback

To: Simon Eslinger <simoneslinger@epd.eu>, Leon Hemkemeyer

<leonhemkemeyer@civictechfund.africa>, Majda Chafoui <majdachafoui@epd.eu>

Cc: Gideon Joubert <gideon@dearsouthafrica.co.za>, Dear South Africa

<roman@dearsouthafrica.co.za>

Dear Majda, Simon, and Leon

We hope that you are keeping well.

I'm writing to you today to inform you of an unfortunate occurrence which has resulted in Mr Rob Hutchinson's suspension from DearSA pending an investigation. As a result of this notice, Mr. Hutchinson is not permitted to engage with any suppliers, partners, members etc until his hearing has taken place on the 21st of November 2022.

The action taken has been guided from our legal advisor to be fair and just, throughout all processes. We hereby confirm that the incident pending investigation does not affect the funding grant nor the project related items with The Africa Charter Project in any way so this needn't be a concern. The promised operations are still in progress and will be delivered in due course. We have, however, incurred minor delays but this is due to the rescheduling of team meetings etc for the go-live delivery of the platform.

Further confirmation and details will be supplied post 21 November 2022. If you have any questions in the interim, please don't hesitate to reach out to either one of us. I have also copied in Gideon and Roman as fellow DearSA directors should you seek additional details.

Best wishes,
Chloe

**CivicTech
Fund Africa**

civictechfund.africa





M V M T
ATTORNEYS

ANNEXURE RH27

Ground Floor
158 Jan Smuts Offices
9 Walters Street
Rosebank
2196

Tel: +27 (0) 11 480 8887
Fax: +27 (0) 88 418 1551
Email: audacious@mvmtnlnc.co.za
<http://www.mvmtnlnc.co.za>

18 November 2022

Our Ref: HUT001-HV

VERGE TECHNOLOGIES / SWITCH TRANSACT

Attention: Eddy Marais
By email: eddy@verge.co.za

AND TO:

PLASTIC DUCK ARMADA

Attention: Matt Beselling
By email: matt@thearmada.co.za

AND TO:

IMPACT NOW

Attention: Charles Castle
By email: charles@impactnow.co.za

AND TO:

HAPTIC DIGITAL

Attention: Samantha Briedenham
By email: sam@haptic.digital

Directors: H Valentine BA, LLB, LL.M. & Valentine LLB, AIPSA Diploma in Insolvency Law. Senior Associate: A T Ozimouya LLB, LL.M. Associate: A Nkasi LLB. Consultants: K Mole LLB, LL.M. Postgraduate Diploma in Tax. C Britain LLB, LL.M (cum laude), S Ndumase LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/300182/21, VAT no: 4440275851

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AND TO:

SILICON OVERDRIVE

Attention: Cole Barnard

By email: cole@overdrive.co.za

AND TO:

ASPERGO SOLUTIONS

Attention: Tim Flack

By email: flackcannon@dearsouthafrica.co.za

Cc: janekhaled@gmail.com & erika@dearsouthafrica.co.za

Dear Sir/Madam,

RE: CEASE AND DESIST - ROBERT NORMAN HUTCHINSON // DEAR SAFRICA NPC

1. We wish to record that we act on behalf of Robert Norman Hutchinson ("our client").
2. Our client is one of the founding incorporators and directors of Dear SAfrica NPC ("Dear SA"). Each of you are service providers of Dear SA, separately, in control of several systems, data and intellectual property (collectively referred herein as "IP") owned by our client, which is currently being utilized by Dear SA with the consent of our client.
3. Regrettably, a dispute has arisen between the members of Dear SA's management ("management"). Our client is endeavoring to have the dispute resolved amicably, however, has learnt that certain individuals of management are endeavoring to unlawfully gain control of the IP for nefarious purposes.
4. The IP differs between each service provider, however, it includes but is not limited to the following:
 - 4.1. The dearsouthafrica.co.za domain.

Directors: H Valentine BA, LLB, LLM, S Valentine LLB, AIPSA Diploma in Insolvency Law, Senior Associate; A T Dzinyaya LLB, LLM, Associate; A Nkosi LLB. Consultants: K Moko LLB, LLM, Postgraduate Diploma in Tax, G Brittain LLB, LLM (cum laude), S Ndumase LLB, Postgraduate Certificate, Banking and Financial Markets, N Dlamini BComm, LLB.

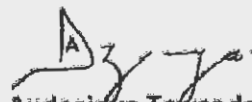
Registration no: 2016/390182/21, VAT no: 4440275851

SC



- 4.2. The dearsafrica.org domain.
- 4.3. The dearsa.org.za domain.
- 4.4. All the systems, installations, technological development on the domains, as well as, all data generated on those systems and platforms, and any other domain or system.
5. We are therefore instructed to request, as we hereby do, that you cease and desist from providing access to, or allowing processing of, the IP by unauthorized individuals, including members of management of Dear SA other than our client, without written consent from our client.
6. This is to protect the data and integrity of the platforms and the public participants from abuse by unauthorized parties. If the IP is breached, our client and several public participants may suffer irreparable harm.
7. Kindly provide us, within 24 hours of receiving this letter, a written undertaking that you will cease and desist from giving access of our client's IP to anyone in the absence of our client's consent.
8. We apologize for any inconvenience that may have arisen from these circumstances and await your urgent response.
9. Our client's rights remain strictly reserved.

Yours faithfully,



Audacious Tawanda Dzinouya
Senior Associate

Directors: H Valentine BA, LLB, LL.M. S Valentine LLB, AIPSA Diploma in Insolvency Law. Senior Associate: A T Dzinouya LLB, LL.M. Associate: A Nkosi LLB. Consultants: Kisoja LLB, LL.M, Postgraduate Diploma in Tax. G Britain LLB, LL.M (cum laude), S Ndumase LLB, Postgraduate Certificate, Banking and Financial Markets. N Dlamini BComm, LLB.

Registration no: 2016/390182/21, VAT no: 4440275651





A: Regus Centurion Mall, Office LG134
Heuwel Avenue, Centurion, 0157
T: (012) 786 0885
E: pta@c-law.co.za
W: www.c-law.co.za

Our ref: Gildenhuys/MAT1031

Your ref:

23 November 2022

TO:

VERGE TECHNOLOGIES / SWITCH TRANSACT

Attention: Eddy Marais

By email: eddy@verge.co.za

AND TO:

PLASTIC DUCK ARMADA

Attention: Matt Beselling

By email: matt@thearmada.co.za

AND TO:

IMPACT NOW

Attention: Charles Castle

By email: charles@impactnow.co.za

AND TO:

HAPTIC DIGITAL

Attention: Samantha Briedenham

By email: sam@haptic.digital

AND TO:

SILICON OVERDRIVE

Attention: Cole Barnard

By email: cole@overdrive.co.za

AND TO:

ASPERGO SOLUTIONS

Attention: Tim Flack

By email: flackcannon@dearsouthafrica.co.za

Cc: janekehaied@gmail.com; erika@dearsouthafrica.co.za

CC:

MVMT ATTORNEYS

Attention: Heinrich Valentine

By email: hein@mvmtinc.co.za

Dear Sirs/Madams,

Directors: Johan Cilliers LLB (UP) and Douw Gerbrand Gildenhuys LLB (UP)
Reg No: 2019/285201/21

In association with Cilliers & Associates Inc (Marsel Bay)

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ROBERT NORMAN HUTCHINSON // DEARSAFRICA NPC

RE: CEASE AND DESIST INSTRUCTION

We confirm that we appear on behalf of Dear S Africa ("our client") herein.

1. We refer to the above matter and specifically the letter addressed to yourselves by the legal representatives of Mr. RN Hutchinson dated 18 November 2022, attached hereto for ease of reference.
2. Kindly be advised that the content of such letter is a gross misrepresentation of the factual position regarding the relevant IP referred to therein.
3. In actual fact, Mr. Hutchinson is not the rightful owner of the aforementioned IP, but our client is. Among other factors in this regard, note that any and all payments for ownership of the IP and domains was made from the bank account(s) of our client and not that of Mr. Hutchinson and the intention was at all times for ownership to vest with our client.
4. Mr. Hutchinson was, be it in his personal capacity or as director of our client, not authorised to demand your offices to cease and desist in the providing of the relevant services as mentioned in the 18 November 2022 letter.
5. We therefore request that the demands made by Mr. Hutchinson be ignored and that your offices continue to provide the relevant services to our client, failing any proof by Mr. Hutchinson that he is the rightful owner of the IP as alleged.
6. We await your confirmation of compliance herewith on/before Friday 25 November 2022 as our client wishes to urgently resume its activities as they are duly entitled to do.

We trust you find the above in order and reserve our client's rights herein.

Yours faithfully,



CILLIERS & GILDENHUYS INC
PER: GERBRAND GILDENHUYS

From: Charles Castle <Charles@impactnow.co.za>
Sent: 23 November 2022 12:57
To: Gerbrand Gildenhuys <gerbrand@c-law.co.za>; Hein Valentine (MVM T Attorneys) <hein@mvm tinc.co.za>; Audacious Dzinouya (MVM T Attorneys) <audacious@mvm tinc.co.za>
Cc: ekhaled@gmail.com; erika@dearsouthafrica.co.za; flackcannon@dearsouthafrica.co.za; Dear South Africa <roman@dearsouthafrica.co.za>; gideon@dearsouthafrica.co.za; chloe@dearsouthafrica.co.za; Tiaan Esterhuizen <tiaan@impactnow.co.za>; Johannes Stoker <johannes@impactnow.co.za>; Arina Esterhuizen <arina@impactnow.co.za>
Subject: RE: ROBERT NORMAN HUTCHINSON // DEARSAFRICA NPC - CEASE AND DESIST INSTRUCTION (MAT1031)

Dear Messrs / Mses,

Your letter dated the 23rd of November 2022, as well as the letter received from MVM T Attorneys dated the 18th of November 2022, bears reference:

We do not intend to deal with each and every allegation as set out in the communications received and should in no way be construed as an admission of any said allegation set out therein and not explicitly dealt with.

Forthwith kindly direct all legal correspondence to our offices by email to charles@impactnow.co.za and tiaan@impactnow.co.za to ensure that we receive any and/or all related correspondence hereto. We specifically record that we have not received the letter dated the 18th of November 2022, as allegedly sent by MVM T Attorneys to my email address. However, duly note the contents and position of Mr R Hutchinson, as set out therein.

For the sake of brevity and to set out our view and legal stance in this matter, we simultaneously answer both Mr G Gildenhuys and Mr A Dzinouya herein.

With reference to the internal dispute between the Directors of Dear South Africa (NPC) and one Mr R Hutchinson, we record the following:

1. It is our view that the dispute with regard to the IP and/or Directorship and/or Ownership in no way affects, amends and/or prohibits us from executing our contractual obligations to Dear South Africa (NPC);
2. We herewith tender our services as set out in the contractual agreement and will continue to deliver and tender same for the contract term as agreed to between the parties;
3. Further to the above, we herewith record that we are not in breach of any terms of the agreement, nor have we been, and we have not been served with any notices to this effect, nor have we been afforded an opportunity to remedy any implied or alleged breaches;
4. Further, the unilateral acts of cancellation and/or Cease and Desist requests are again a show of bad faith in honouring the said commercial agreements. We have had similar experiences with Dear South Africa and previous Directors. We have incurred excessive financial losses due to unilateral cancellations and Director disputes previously, and view both letters directed to us in a very serious light and of concern. We are still in the process of recouping the monies due, owing and payable to ImpactNow (Pty) Ltd. through litigation and liquidation procedures currently pending the outcome against "previous Directors of Dear South Africa";
5. **Letter from MVM T Attorneys: AD PARAGRAPH 4.4.:** Our legal and contractual obligation as set out in the commercial agreement ultimately vests between ImpactNow (Pty) Ltd and Dear South Africa (NPC), both entities being juristic person's in their own right and duly

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authorised to conduct business in their name, represented by duly authorised personnel. We, therefore, deny that Mr R Hutchinson, specifically in the current legal framework in which Dear South Africa (NPC) operates, can be the sole owner of any and/or all data currently in our possession as part of executing our obligations to Dear South Africa (NPC). Our view is that the data in our possession is the property of the company, known as Dear South Africa (NPC) and cannot be the property of any Director and/or individual in its employ;

6. **Letter from MVMT Attorneys: AD PARAGRAPH 5, 6, 7.:** We herewith in writing record that, we shall not Cease and Desist from providing services to Dear South Africa (NPC) and further formally state that this is not a mere matter of inconvenience if we should adhere to your clients request but a matter of commercial loss and damages we will suffer. Your request places ImpactNow in a severely prejudiced position financially and its Good Faith and *Dignitas*. The only party that will suffer irreparable harm in this instance is ImpactNow (Pty) Ltd. We further assure all parties concerned that our platforms and/or data servers and the information hosted thereon, on behalf of Dear South Africa (NPC), comply with POPIA and the terms of the agreement and will continue to comply in this respect. Again, the dispute between the Directors of Dear South Africa (NPC) in no way affects amends and/or prohibits us from conducting business in the manner agreed to between the parties. We deny that any public participant will suffer irreparable harm at our hands and deny that any unauthorised third party can breach the data. Lastly, the time period of 24hours for the request to respond is unreasonable and to date, we have not received a letter through our mail servers directed to us from your mail server.
7. **Letter from Cilliers & Gildenhuys Attorneys: AD PARAGRAPH 2, 3, 4, 5, 6:** The contents of your letter and the specific paragraphs are noted. We kindly request that your client and/or its duly authorised representatives provide assurances in writing that the agreement entered into between Dear South Africa (NPC) and ImpactNow (Pty) Ltd, will remain in force and effect. Further, kindly confirm that the Directors acting on its behalf are duly authorised to do so on/or before close of business on the 24th of November 2022.

All our rights remain strictly reserved.

Yours faithfully,
Charles Castle
Director
ImpactNow (Pty) Ltd.

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